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County of Hampshire

Court of Common Pleas

Juror Book from Aug^r 1785

to August 1788.

Hampshire ss. To the Court of Common Pleas holden at North-
ampton in and for the County of Hampshire on the
last Tuesday of August Anno Domini 1785.

N.B. For the Cases before N^o 163 of this Term see Book P.

Stebbins
vs
Billings & Co
N^o 163
Joseph Stebbins of Deerfield in our County of Hampshire
Gentleman. Messrs William Billings Esqr & Joel Graves Yeoman
both of Conway in said County Defts In a plea of the Case
for that said William & Joel at Northampton on the
fifteenth Day of May Seventeen hundred twenty seven
by their Note promised said Joseph to pay him ten pounds
lawful money within six months from the Date yet
said William & Joel tho' often requested never paid the
same to the Demurrage of said Joseph fifteen pounds
the Debt being now three times publicly called to
come into Court makes Default of Appearance here
thereupon it is considered by the Court that said
Joseph recover against said William & Joel the sum of
fourteen pounds nineteen shillings & six pence Damages
& Costs taxed at one pound eleven shillings & two pence
Excep^t Sep^r 22nd 1785

Newcomb
vs
Cushman
N^o 164
Demit Newcomb of Leyden in our County of
Hampshire Gentleman. Messrs Consider Cushman of
Montague in said County Yeoman Deft In a plea of the
Case for that said Consider at said Montague on the twenty
fourth Day of June last by his Note promised said
Demit to pay him eighty pounds lawful money on
Demand with interest yet said Consider tho' often
requested never paid the same to the Demurrage of said
Demit Ninety pounds the Debt being now three times
publicly called to come into Court makes Default
of Appearance here thereupon it is considered by the
Court that said Demit recover against said Consider
the sum of

Stebbins
vs
Chandler
N^o 165
Martha Stebbins of Greenfield in our County of
Hampshire Widow. Deft on the estate of Samuel Stebbins
late of said Greenfield Yeoman Deft in said County
Messrs Moses Chandler of Deerfield in said County Yeoman
Deft In a plea of the Case for that said Moses at said Greenfield
on the nineteenth Day of August Seventeen hundred twenty
seven by his Note promised said Samuel to pay him forty
pounds eight shillings lawful money on Demand with
Interest yet said Moses tho' often requested never paid
the same to the Demurrage of said Martha Sixty pounds
the Debt being now three times publicly called to come
into Court makes Default of Appearance here thereupon
it is considered by the Court that said Martha recover
against said Moses the sum of thirty five pounds sixteen
shillings & six pence Damages & Costs taxed at one pound
twelve shillings & nine pence Excep^t Oct 22nd 1786

Geo Smith of Wethersfield in our County of Hampshire
 vs
 Johna Wainwright of Wethersfield in our
 County Gentlemen Debt In plea of the Case for the
 said Johna at said Wethersfield on the seventh Day of
 December last by his note promised said Geo to pay
 him ten pounds lawful money by the first Day
 of February then next with Interest yet said
 Johna tho often requested never paid the same to the
 Damage of said Geo ten pounds the Debt being now
 three times publicly called to come into Court making
 Default of appearance here thereupon it is considered
 by the Court that said Geo recover against said
 Johna six pounds two shillings & one penny Damages
 & Costs taxed at one pound five shillings & six
 pence
 Exec^d Sep^r 22^d 1705

No 166
 Smith
 vs
 Wainwright

Benjamin Ely of West Springfield in our
 County of Hampshire humbly shews that he holds
 to him & his heirs three fifth parts lying in Common
 & undivided of Vine by five acres of land lying in
 said West Springfield in the outwound Common being
 the twenty seventh Lot in Number originally laid
 out to Nathaniel Glover Decd with the circumstances
 that Josiah Dwight of Springfield call in or holds
 the other two fifth parts of the same Lot in Common
 that he is Desirous to hold that so he may improve
 his own part of the same Lot in severalty but there
 fore prays that partition thereof may be made
 between him & the said Josiah by order of Court
 as he is Duty bound & it is now considered by
 the Court that partition be made as prayed for
 and that Day Day of March 1705 Charles Ball & Jacob Ely be a Jury for
 and that they said Josiah & Josiah who make Return of said Doings
 after said Term which is accepted &

Ely
 vs
 Josiah
 No 167

Estate of George Thompson on the 1st of March 1705
 County of Hampshire Decd intestate humbly shews
 that the personal Estate of the said Decd
 is sufficient to discharge the Debts due from said
 Decd or by account of the office of registry of probate
 appears she therefore prays that she be allowed
 to receive the said Debts of the said Estate of said
 Decd as to enable her to discharge the Debts due
 from said Estate it is now considered by the Court
 that said Mary be allowed to sell the value of Sixty
 six pounds to discharge the Debts due from said
 Decd she observing the directions of the Law touching such Sales

Thompson
 vs
 Mary
 No 168

David Foster of Wethersfield in our County
 of Worcester Esqr vs Benjamin Thompson of
 Wethersfield in our County of Hampshire Esqr
 In plea of the Case for the said Benjamin
 on the twenty fifth Day of September last by his
 Note promised said David to pay him four pounds
 thirteen shillings & six pence with Interest by the
 Day of April last by his other Note promised said
 David to pay him six shillings & ten pence on Demand
 yet said Benjamin tho often requested never paid the
 same to the Damage of said David six pounds
 the Debt being now three times publicly called to
 come into Court making Default of appearance here
 thereupon it is considered by the Court that said David
 recover against said Benjamin four pounds one shilling
 & eight pence Damages & Costs taxed at one pound
 fourteen shillings & eight pence
 Exec^d Oct^r 3^d 1705

Foster
 vs
 Thompson
 No 169

Bottom
vs
Foster
N^o 70
1777

Eliza Bottom of Haver in our County of Hampshire
Plaintiff against William Foster of Windsor in our
County of Wiltshire Defendant I hereby certify that
on the 2^d day of October 1777 William Foster on the
third day of February 1777 promised said Eliza to pay him
four by his Note promised said Eliza to pay him
six pounds eight shillings & nine pence on demand
with interest yet said William Foster requested never
said Eliza ten pounds the Debt being now three times
publicly called to come into Court makes Default
of Appearance here thereupon it is considered by
the Court that said Bottom recover against said
Foster seven pounds one shilling & the pence Damages
& Costs taxed at two pounds & four pence Ex^{ce} 18th Oct 1777

Williams
vs
Clark
N^o 71
1777

Charles Williams of Norwich in our
County of Norfolk Plaintiff against John Clark
of Norwich Defendant I hereby certify that
on the 2^d day of December 1777 by his
Note promised said John Clark to pay him or order
five pounds twelve shillings within three months
afterwards by his Note ordered the Contents then
appeared to be paid the Plaintiff with the said John
had notice yet said John Clark requested never paid
the same to the Defendant of said Charles seven pounds
the Debt being now three times publicly called to
come into Court makes Default of Appearance
here thereupon it is considered by the Court that
Charles recover against said John six pounds
thirteen shillings & the pence Damages & Costs taxed
at one pound ten shillings & four pence Ex^{ce} 18th Oct 1777

Hodge
vs
Swinner
N^o 72
1777

George Hodge of Ludlow in our County of
Shropshire Plaintiff against John Swinner of Shrewsbury
in said County Defendant I hereby certify that
on the 2^d day of July 1777 by his Note promised said George to pay him four
pounds six shillings & six pence on demand
with interest yet said John Swinner requested never
paid the same to the Plaintiff the Debt being now three
times publicly called to come into Court makes
Default of Appearance here thereupon it is considered
by the Court that said Hodge recover against said
Swiner five pounds four shillings & nine pence Damages
& Costs taxed at ~~one~~ pound four shillings & nine pence
Ex^{ce} 17th Sep 1777

William Cook of Haver in our County of Hampshire
Esquire & George Hodge of said Haver Esquire & Trustee of Samuel Cook late of said Haver Esquire
and according to the Court in said case and the said Court
Haver on the first Day of February last was justly
In the said William in the sum of thirty pounds
for money he owes by him said Samuel to
the said William yet said Samuel the other
said William thirty pounds the said George now
appears & sets on his legs that he owes the said
Samuel twenty nine pounds & nine pence to be paid
in November next hundred eighty six with
Interest It is now ordered by the Court that this
Case be continued untill next term & that said
parties have Day here untill the 2nd Tuesday
of November next

1897

Henry Sherburne late of Drimbleborough in the County of Windsor & State of Vermont
Esquire & Eliza North of Williamsburg in our County of Hampshire Esquire
in a plea of trespass on the Case for that said
Eliza said Northampton on the seventh
Day of August seventeen hundred eighty four
of said Northampton said Henry to pay him
thirty nine pounds & eighteen shillings & three
pence on Demand with Interest yet said Eliza
the requested never paid the sum to the Demand
of said Henry forty pounds the Debt being now
three times publicly called to come into Court
making default of appearance here therefor
it is considered by the Court that said Henry
recover against said Eliza twenty nine pounds
fourteen shillings & six pence Damages & Costs
taxed at one pound thirteen shillings & six
pence
20th Sep 1785

Sherburne
or
Watt
1895

Daniel Cooley of Amherst in our County of Hampshire Esquire & Mary his Wife in the
State of New Hampshire in said Case and the said Court
Amherst Dec in said Case and the said Court
Church of Northampton & Northampton Esquire
Amherst of the Case for that said Phillips & Northampton
at said Amherst on the last Day of August
seventeen hundred eighty were justly indebted
to said Mary in the sum of sixteen pounds sixteen
shillings & six pence to be paid to Cooley
in consideration thereof said Phillips & Northampton
promised said Mary to pay him the sum on
Demand yet said Phillips & Northampton the other
requested never paid the sum to the Demand
of said Daniel & Mary thirty pounds the parties
appear & in this Case to the Court & Judgment
& Determination of the Court that said Mary & those
& Quarters & Damages & the award of them & the
two of them to be fixed to be returned into Court
Judgment to be made up & sworn according and
it is considered by the Court that the parties have Day here
in Court untill the second Tuesday of November next

Cooley
or
Clarkson
1897

Jonathan Warner of Haverley in our County of Hampshire
Indorser of the said David Scott of Haverley in said County
Verdict In a plea of the Case for that said David
at said Haverley on the Eighteenth Day of January
Seventeen hundred seventy four by his Vote promised
said Warner to pay him two pounds twelve shillings
& six pence on Demand with Interest yet said David
tho' often requested never paid the same to the
Demand of said Jonathan seven pounds the Defl. being
now three times publicly called to come into
Court made Default of Appearance here thereupon
it is considered by the Court that said Warner
recover against said David four pounds nine shillings
& three pence Damages & Costs taxed at one pound
four shillings & four pence - 2^d of App^r 19 1785

Samuel Cook of Dresden in the County of Chester
 & State of New Hampshire Gent vs Mr Daniel Winchell
 of South Dummerston in said County of New Hampshire Gent
 Debt In a plea of trespass on the Case for that said
 Daniel at said Northampton on the Eighth Day of
 October Twentysix hundred seventy seven by his Note
 promised said Samuel to pay him thirteen pounds
 & ten shillings on Demand yet said Daniel tho' often
 requested never paid the same to the Demand of
 said Samuel sixteen pounds the parties agree
 agree to have this Case continued until next Term
 & then Judgment to be given thereupon it is
 considered by the Court that said parties have
 Day here until the 2nd Tuesday of Novr next.

Joseph Mills of Wethersfield in the County of
Hartford & State of Connecticut Merchant M^r vs
Jonathan Pierce of Hatfield in our County of
Hampshire Potter Debt In a plea of Breach on the
Case for that said Jonathan a writ of Habeas Corpus
twentieth first Day of February last by his Note prom-
ised Joseph to pay him Eleven pounds Eight shillings
& one penny on Demand with Interest & retained
Jonathan who often requested never paid the
same to the Demand of said Joseph fifteen pounds
the Debt being now three times publicly called
to come into Court makes Default of Appearance
here thereupon it is considered by the Court that
said Joseph recover against said Jonathan the sum
of £11.12.6 Damages & £1.10.0 Costs &c Exp^{ts} June 13. 1786.

[illegible]

Symons
Pet No 181

Whitney's Symons of Windsor in our County of
Hampshire Gent^r Administrator on the last
Will & testament of Edward Symons late of
Northampton Esq^r Dec^r Murdely shows that
that the Debt due from said Dec^r Exceed the
personal Estate the sum of five hundred &
fifty three pounds two shillings & nine pence
three farthings as by a Certificate from the
Office of registry of probate appearing he therefore
prays that he may be allowed to make sale
of some of the Real Estate of the said
Dec^r as to enable him to discharge the Debt
due from said Dec^r It is ordered by the
Court that he be allowed to sell the Real Estate
of the said Dec^r to the value of five hundred
& fifty eight pounds
Dated at the Law Chancery suits table

Jonathan Whitney of Hullifax in the County of
Windsor & State of Vermont Husband
vs John Lyon of Greenfield in our County
of Hampshire Esq^r Debt In respect of the
Case for the said Lyon on the twenty second
Day of July last by his Note promised said
Whitney to pay him five pounds silver money
worth of New England Money at three shillings
& four pence per Gallon in one Month from the
Date Yet said Lyon has often requested never
paid the same to the Damage of said Whitney
ten pounds The Debt being now three times
publicly called to come into Court makes
Default of Appearance here therefore it is
considered by the Court that said Whitney
recover against said Lyon five pounds & six
pence Damages & Costs taxed at one pound
seventeen shillings Ex^r 1st Sept^r 1785

Thomas Scott of Hullifax in the County
of Windsor & State of Vermont Joiner vs
John Lyon of Greenfield in our County of Hampshire Esq^r
Debt In respect of the Case for the said
said Lyon on the twenty first Day of June last
by his Note promised said Scott to pay him
five pounds silver money in one Month from
the Date Yet said Lyon has often requested never
paid the same to the Damage of said Scott
ten pounds The Debt being now three times
publicly called to come into Court makes
Default of Appearance here therefore it is
considered by the Court that said Scott recover
against said Lyon five pounds fourteen shillings
& seven pence Damages & Costs taxed at one
pound seventeen shillings Ex^r 1st Sept^r 1785

Symons
Pet No 183

Timothy Palmer of Warrington in the County of
Warrington & Estate of Benjamin Thompson of
Lopham in the County of Hampshire Yeoman Deft Once pleases his Honor the
Court for that at Warrington on the fifth Day of February
seventeen hundred Eighty two one Nathaniel Harris
made his Oath wherein he promised said Deft
to pay him the sum of thirty five pounds & afterwards
on the same Day said Deft by his Independent
counsel ordered the contents to be paid to the
said Timothy & the said Timothy at said Warrington
refused the sum & the said Nathaniel & the said
Nathaniel refused to pay the same to said Timothy
whereby the said Deft became liable to pay
the same & the said Deft requested the
said Timothy to the sum of thirty five pounds
the parties appear & agree to have
this case continued until next term thereupon it
is considered by the Court that said parties shall
stay here until the 2nd Tuesday of Novr next

[illegible]

Elisha Porter of Middlebury in New
County of Hampshire Sheriff of New Hampshire
at New London James Heaton late of Shelburne in said
County of New Hampshire Sheriff of Cheshire
in said County. Physicians of Cheshire
The said John Porter & John Porter tender to him said
Elisha two thousand pounds which to him they
owe & from him unjustly detain for that said
John Porter & John Porter on the third day of April
seven hundred and eighty two by their writing
in New London their names and newledge & they rel-
to be indebted to said Elisha in the sum of two
thousand pounds to be paid on demand & given
John Porter & John Porter the requested money & paid
the same to the demand of said Elisha two
thousand pounds. The petition appears & were to
have this case continued until the next term
thereupon it is considered by the Court that
said Porter have day here until the 2nd
Tuesday of Novr next 1805 5 5 5 5

Amos Peabody of Northfield in our County of
Hampshire vs
Hampshire Sheriff Messrs Hopkin Kings of Peabody
said Northfield Deputy Sheriff Deft Inceptor
of Amos on the Case for that said Amos at
said Northfield on the first Day of April last
was possessed of six dozen of silver coloured cups
& saucers of the value of twenty four shillings
seven pence & eight pence of the value of eleven shillings
and six pence & eight pence of the value of thirty nine shillings three pence
the value of twelve shillings two pence & half of silver
worth twenty five shillings five pence & some quarters
of spotted linen worth thirty three shillings &
four pence & sundry other articles lost them out
of his possession & the same articles afterwards
came to the hands & possession of said King by
finding - yet the often requested her not to deliver
the same but contriving to defraud the said Amos
has converted & disposed of the same to his own
Use the parties appear & agree to have this
Case continued untill next term thereupon it
is considered by the Court that said parties
have Day here until the 2nd Tuesday of
November next o o o

Samuel Symon of Springfield in our County of
Hampshire vs
Messrs Elijah Purson
of Milbraham in said County Deft Inceptor of Purson
The Case for that said Elijah on the sixteenth
Day of February last promised said Samuel to
pay him One hundred pounds twelve shillings
& ten pence on Demand with Interest yet said
Elijah the requested never paid the same
to the Damage of said Samuel one hundred &
fifty pounds the Deft being now three times
publicly called to come into Court makes
Default of appearance here thereupon it is
considered by the Court that said Samuel recover
against said Elijah one hundred & three pence
Eighteen shillings & three pence Damages &
Costs taxed at one pound twelve shillings & ten
pence
Ex^{ip} Oct 3rd 1785

George Pymcheon of Springfield in our County of
Hampshire vs
Daniel Pymcheon
said Springfield Deft Inceptor of Pymcheon
The Case for that said Daniel on the
twenty three Day of January last promised said George
to pay him forty four pounds fourteen shillings
& five pence with Interest yet said Daniel the
requested never paid the same to the Damage
of said George forty pounds the Deft being now
three times publicly called to come into Court
makes Default of appearance here thereupon it
is considered by the Court that said George
recover against said Daniel fourteen pounds
three shillings & two pence Damages & Costs taxed
at one pound six shillings & six pence
Ex^{ip} Nov 14th 1785

Collins
vs
Sheldon
N^o 190

Saber Collins of Somers in the County of Hartford
& State of Connecticut vs John Sheldon of Deepfield
in our County of Hampshire Yeoman Defendant In a Plea
of the Case wherein upon the said Saber declares & says
that the said John Sheldon declares & says that the said
John on the fourteenth Day of May seventeen hundred
Eighty three at said Deepfield by his Vote promised
said Saber to pay him Nine pounds eight shillings
& several money on Demand with Interest &c &c
John the often requested never paid the same
to the Damage of said Saber ten pounds the Defendant
now three times publicly called to come into
Court neither Defendant nor Appearance here thereupon
it is considered by the Court that said Saber
recover against said John the sum of £8. 18. 4 & Costs
Whereupon the said John now appears by
Sergeant Sumner & appeals from the Judgment
of this Court to the Supreme Judicial Court
holden at Springfield in & for our County of
Hampshire the fourth Tuesday of September
next & he procures with Substituting on the Law
Directs for said John prosecuting his said
Appeal with Effect as by said Substituting on
file appears.

Johnson
vs
Campbell
N^o 191

Seth Johnson of Southwick in our County
of Hampshire Yeoman vs James Campbell of
said Southwick Yeoman Defendant In a Plea of the Case for
that said James on the twelfth Day of November
seventeen hundred eighty four by his Vote promised
said Seth to pay him five pounds worth of Grain by
the fifteenth of January then next yet said James
the often requested never paid the same to the Damage
of said Seth ten pounds the parties appearing agree to
have this Case continued until next Term & their
Judgment to be final thereupon it is considered by
the Court that said parties have Day here until
the 2nd Sunday of Nov^r next.

Chapin
vs
Thayer
N^o 192

Solomon Chapin of New Marlborough in our
County of Berkshire Yeoman vs Caleb Thayer of
Shelburne in our County of Hampshire Yeoman Defendant
In a Plea of the Case for that said Caleb on
the thirty first Day of December seven hundred
Eighty five by his Vote promised said Solomon to pay
him the sum of four pounds & six shillings by the first
Day of April then next yet said Caleb the often requested
never paid the same to the Damage of said Solomon
Eight pounds the Defendant now three times
publicly called to come into Court neither Defendant
nor Appearance here thereupon it is considered by
the Court that said Chapin recover against said
Caleb five pounds three shillings & six pence
Damages & Costs taxed at two pounds eight pence
Ex^{pt} Sep. 19th 1785

(Ward Pomeroy of Suffol^d in the County of Newford
 & State of Connecticut Yeoman Plaintiff Loomis
 Westfield in our County of Hampshire Yeoman Defendant
 In a plea that said Loomis rendered to said Pomeroy
 pounds twelve shillings & ten pence which to him
 he owes & wherein the said Loomis says that at
 Westfield on the first Day of November sixteen
 hundred seventy three a Court held by John
 Byersoll Esq^r one of the Justices of peace for said
 County by Consideration of said Justice then
 rendered Judgment against said Loomis for said
 lawful money for his Damages by him returned
 & also twelve shillings & ten pence for Costs of suit
 which Judgment remains in full force & afterwards
 said Loomis did not satisfy Execution on said
 Judgment & has been returned unsatisfied whereby
 Action accrues to said Loomis yet said Loomis has
 requested never paid the same to the Damages of
 said Loomis Eight pounds the Debt being now three
 times publicly called to come into Court makes
 Default of Appearance here thereupon it is
 considered by the Court that said Loomis recover
 against said Loomis four pounds fifteen shillings &
 two pence Damages & Costs taxed at one pound
 eight shillings & eight pence Ex^{hib} Sep^r 8. 1785

Samuel Fowler of Westfield in our County of
 Hampshire Yeoman Plaintiff vs William
 Minneman late of Westfield in our County of Berkshire
 Yeoman Defendant In a plea of the Case for that said
 Minneman on the twenty fifth Day of April last
 by his Vote promised said Samuel to pay him
 Eleven pounds Eleven shillings & two pence on
 Demand with Interest yet said Minneman
 has often requested never paid the same to the
 Damages of said Samuel twenty pounds the
 Debt being now three times publicly
 called to come into Court makes Default
 of Appearance here thereupon it is considered
 by the Court that said Samuel recover
 against said Minneman the sum of Eleven
 pounds fifteen shillings & two pence Damages & Costs of suit
 taxed at 1. 13. 10 & three pence Ex^{hib} Sep^r 16. 1785

Joseph & Peter of Suffol^d in the County of Newford
 of Newford & State of Connecticut Yeoman vs
 John Sturmead of New Marlborough in our County of
 Berkshire Yeoman Defendant In a plea of the Case for that
 said Sturmead on the twenty eighth Day
 of February sixteen hundred eighty three by his
 Vote promised said Joseph & Peter to pay him four pounds
 lawful money in one of the Cows of the said John
 yet said John has often requested never paid the same
 to the Damages of said Joseph Eight pounds the Debt
 being now three times publicly called to come
 into Court makes Default of Appearance here
 thereupon it is considered by the Court that said
 Joseph recover against said John four pounds ten
 shillings & two pence Damages & Costs taxed at
 two pounds & four pence Ex^{hib} Sep^r 25th 1786

Emerson
vs
Fletcher
N^o 196

John Emerson two ward of Court in this County James Phipps in Court. Called
of Nathl. Bridges in the County of Windsor Genl. Deft. in a Plea of the Case for that said
James at Conway aforesaid on the first day of May being Termid 1785. made his
Inland Bill of Exchange commonly called an Order directed to our Andrew Dalrymple
requesting & Andrew to pay to John on Demand the Content of a certain Note
of ten pounds fifteen shillings & some pence, and on the 27th day of July 1785 at
Conway in this County said John gave Notice to & Andrew three of & then & three
requested him to accept the same & pay the Content thereof accordingly, but said
Andrew then & there refused to accept & said Bill or pay the Content. Whereupon said
James at Conway aforesaid the Day & Year aforesaid had Notice, whereupon said
James became & is liable to pay said John said sum. Yet said James the
requester has never paid the same but neglected to the Damage of & John
Thompson present in the Court appear & agree to a Continuance to the
next Term, & that Judgments upon Default be then final, & as it is
considered by the Court that & Parties accordingly have Day here in Court
untill the third Tuesday of November next

Colson
vs
Dickinson
N^o 197

Christopher Colson of Bennington in the County
of Bennington & State of Vermont Governor. Plf.
Moses Dickinson of Amherst in our County of
Hampshire Esq. Deft. In plea of the Case for that
said Moses at said Amherst on the ninth Day
of July seventeen hundred Eighty one by his Note
promised said Colson to pay him Sixty pounds
in three years from the Date of said Note yet
said Colson the requester never paid the sum to
the Damage of said Colson twenty pounds. The
petitioner appears & agrees to have this Case continued
untill next term & then Judgments to be final
thereupon it is considered by the Court that said
James parties have Day here untill the 27th day
of November next

Maxwell
vs
Upton
N^o 198

Thompson Maxwell of Dutchess in
our County of Hampshire Esq. Plf. Josiah
Upton of Cheekmont in said County Amherst
Def. In plea of the Case for that said Josiah on the
ninth Day of July last by his Note promised said
Thompson to pay him Seventeen pounds three
shillings & three pence on Demand with interest
yet said Josiah the requester never paid the
sum to the Damage of said Thompson twenty
pounds the Deft being now three times publicly
called to come into Court under Default of
Appearance here thereupon it is considered by
the Court that said Thompson never against
said Josiah Seventeen pounds six shillings &
seven pence Damages & Costs taxed at the pound
fourteen shillings & ten pence Exp^s 15th 1785.

Alonso Bliff Esq: Aaron Bliff Esq: Ebenezer Bliff Esq: L
& Thirion Bliff Esq: all of Springfield Bliff Esq
in our County of Hampshire Executors of the Day
last will & testament of Jedediah Bliff late of said No 199
Springfield Decd & in said Capacity Dyft In, a plea
of a Sum in our County of Berkshire Gent.
Ist in place of the Case for that said Sum at
said Springfield on the fifth Day of March were
then hundred Sixty eight by his Note promised
said Jedediah to pay him Eleven shillings & one
penny by the first Day of April then next. Also
for that said Sum at said Springfield on the
first Day of November Seven hundred twenty
Seven was justly indebted to said Jedediah in the
Sum of Six hundred five shillings & four pence
three farthings Lawful money to balance books
& accounts. Yet said Sum at said Springfield
never paid the same to the Damage of said
Executors & in power the parties appear & agree
to have this Case continued until next term &
then Judgment to be final thereupon it is con-
sidered by the Court that said ~~the~~ ~~recovery~~ ~~of~~
said parties have Day here until the second
Tuesday of November next ~ ~ ~

Thomas Campbell of Southwicks in our County of Hampshire Dyft In Jeremiah Larned
of Oxford in our County of Worcester Admors Larned
Trustors on the estate of Jeremiah Larned late of
Leicester Decd In said Capacity Dyft In, a plea
of a Sum in our County of Berkshire Gent.
Ist in place of the Case for that said Sum at
said Springfield on the first Day of March were
then hundred Eighty two was justly indebted to said
Thomas in the Sum of ten pounds & three pence for
so much money he & need also for that said
Jeremiah the said Intestate was justly indebted
to said Thomas in the Sum of six pounds & fourteen
shillings for so much money before that time
he & need yet said Jeremiah the Intestate
said Jeremiah the Executor tho' requested never
paid the same to the Damage of said Thomas
Nineteen pounds The parties appear & agree
to have this Case continued until next term
thereupon it is considered by the Court that
said parties have Day here until the second
Tuesday of November next ~ ~ ~

George Ormick of West Springfield in our County of Hampshire Dyft In Daniel Murphy
of Springfield in said County Yeoman Dyft In, a plea
of a Sum in our County of Berkshire Gent.
Ist in place of the Case for that said Sum at said West Springfield
on the eighteenth Day of May were then hundred
Eighty four by his Note promised said George to pay
him Seven pounds Eleven shillings Lawful money
on Demand with interest. Yet said Daniel tho' requested
never paid the same to the Damage of said George
twelve pounds The Dyft being read three times
publicly called to come into Court makes Default
of Appearance here thereupon it is considered by
the Court that said George recover against said
Daniel Eight pounds two shillings & five pence Damages
& Costs taxed one pound eleven shillings & four
pence ~ ~ ~ Ex ip: Sep 9th 1785 ~ ~ ~

Colley
for
Term
N^o 202

Stephen Coolidge of Longmow in our County of
Hampshire Yeoman Plff vs Charles & Edward
Sons of said William Coolidge Defendants
in our County of Hampshire Yeoman & Edward
Sons of said William Coolidge Defendants
the Case for that said Charles & Edward at said Longmow
on the twenty fifth Day of March Seventeen
hundred Eighty four by this Note promised said
Stephen to pay him Six pounds & ten shillings
& was paid only on Demand with Interest yet said
Charles & Edward on either of them tho often requested
never paid the same to the Damage of said
Stephen Eleven pounds The Debt being now three
times publicly called to come into Court
in Default of Appearance here thereupon it is
considered by the Court that said Stephen recover
against said Charles & Edward Eight pounds
Three shillings & nine pence Damages & Costs
taxed at two pounds one shilling & four pence
Ex^{ip} Sep^r 7th 84

Musell
vs
Reebe
N^o 203

Exchiel Musell of Wilbraham in our County of
Hampshire Yeoman Plff vs Anne Reebe of Wilbraham in
said County Widow Def In a plea of the Case for that said
Anne at said Wilbraham on the twenty sixth Day of
October Seventeen hundred eighty three by her Note
promised said Exchiel to pay him three pounds seven
shillings & seven pence on or before the tenth Day of
July then next with interest yet said Anne tho often
requested never paid the same but neglected it to the
Damage of said Exchiel Eight pounds The Debt being
now three times publicly called to come into Court
in Default of Appearance here thereupon it is
considered by the Court that said Exchiel recover
against said Anne four pounds seventeen shillings & two pence
Damages & Costs taxed at one pound sixteen shillings
& two pence 5 5 5 5 5 5 5 Ex^{ip} Sep^r 7th 84

Bliss
vs
Pryant
N^o 204

(Mons) Bliss of Springfield in our County of
Hampshire Esqr Plff vs William Pryant of Peterborough
in our County of Worcester Yeoman Def In a plea of
the Case for that said William at said Springfield on the
sixteenth Day of January Seventeen hundred Eighty three
by his Note promised said Mons to pay him fifteen
pounds seventeen shillings & four pence on Demand
with Interest yet said William tho often requested never
paid the same to the Damage of said Mons twenty
pounds The Debt being now three times publicly
called to come into Court in Default of Appearance
here thereupon it is considered by the Court that said
Mons recover against said William the sum of Eighteen
pounds seventeen shillings & two pence Damages & Costs
taxed at one pound nine shillings & two pence 5
Ex^{ip} Oct^r 6th 84

Area Foot of Colchester in the County of New London
estate of Cornelia's Exor. Plff by Oliver Butcher
of Ipswich Gent^l & Eliza Murray of Deerfield his
bondsmen & Lydia his wife Executors of the last will
& testament of Samuel McCall late of said Deerfield
Dea & in said Capacity Deft As a plea of the Cure
for that said Samuel in his Lifetime & said Colchester
on the first Day of June & sixteen hundred & seventy
eight by his Note promised said Area to pay him
One hundred pounds Lawfull Money on Demand with
Interest Yet said Samuel & said Executors tho often requested
never paid the same to the Damage of said Area
fifty pounds the Deft being now three times publicly
called to come into Court makes Default of Appearance
here thereupon it is considered by the Court that
said Area recover against said Executors thirty
six pounds two shillings & six pence & said Area
shillings & two pence Whereupon said Executors by
John Chester William Esq^r come into Court & appeal
from the Judgment of this Court to the Supreme
Judicial Court holden at Springfield in & for our
County of Hampshire the fourth Tuesday of
September next & he recognizes with sureties as the
New Direct^r for said Executors presenting their
said Appeal with effect as by said Recognizance on
file appears &c

Foot,
McCall's Ex^r
W²⁰⁵

Joseph Lathrop of West Springfield in our County
of Hampshire Clerk & Elizabeth Dwight of
Springfield in said County Gent^l women Plffs
Stephen Chapin of Granby in said County Yeoman Deft
Exemplar of the Case for that said Stephen at said
Springfield on the twenty first Day of January
seventeen hundred eighty two by his Note promised
said Joseph & Elizabeth one Charles Pynchon then
living but since deceased to pay them twenty five pounds
fourteen shillings & seven pence three shillings or
Demand with interest Yet said Stephen tho requested
never paid the same to the Damage of said Joseph
& Elizabeth forty pounds the Deft being now three times
publicly called to come into Court makes Default of
Appearance here thereupon it is considered by the
Court that said Joseph & Elizabeth recover against said
Stephen thirty one pounds five shillings & three pence
Damages & Costs taxed at one pound ten shillings
Ex^r Sep^r 7th 1785

Lathrop vs
Chapin
W²⁰⁶

Jonathan Dwight of Springfield in our County
of Hampshire Shopkeeper Plff for Stephen Chapin of
Granby in our County of Hampshire Yeoman Deft
Exemplar of the Case for that said Jonathan at said
Springfield on the twentieth Day of April & sixteen
hundred eighty one by his Note promised said Jonathan
to pay him Eleven pounds Eleven shillings & half penny
on Demand with interest Yet said Stephen tho often
requested never paid the same to the Damage of
said Jonathan Eighteen pounds the Deft being now
three times publicly called to come into Court
makes Default of Appearance here thereupon it
is considered by the Court that said Jonathan recover
against said Stephen fourteen pounds seven shillings
& seven pence Damages & Costs taxed at one pound ten
shillings Ex^r Sep^r 7th 1785

Dwight
Chapin
W²⁰⁷

Phillips
vs
Gillet
N^o 208

William Phillips Junr of Boston in our County of
Suffolk Merchant Plf vs John Gillet of Milbrotham in
our County of Hampshire Yeoman Deft In a plea of
Ejectment wherein the said William demands against
the said John one Messuage & one hundred & twenty
six acres of Land with the appurtenances lying in said
Milbrotham bounding East on Land of Nathaniel Liphon
North on Land of Comfort Chaffee West on Land of
Thomaser Debe dec South on Land of Matthew Muxon
being part of the Lot called Pyreton Lot in the South
Division of the outwore Commons & whereupon the
said William complains & says that the said John
on the twelfth day of August last being seized in
his demer of the premises by his Deed
under his hands & Seal in Court to be produced the said
John Gillet since that time has unjustly entered the said
& dispossessed him the said William thereof & till day
& disposeth him out therefrom to the Damage of said
William fifty pounds the Deft being now three times
publicly called to come into Court makes Default
of Appearance here thereupon it is considered by
the Court that the said William recover against
said John ninia & possession of the Land above described
Writ of Jue hab Poss n^o Nov 25

Bliss
vs
Siranton
N^o 209

Alexander Bliss of Springfield in our County of Hamp
Yeoman Plf vs John Siranton of Sudbury in said County
Yeoman Deft In a plea of the Case for that said John
at said Springfield on the fourth day of April given
ten hundred eighty three by his Note promising
Alexander to pay him three pounds sixteen shillings
& seven pence on Demand with interest Yet said John
tho' often requested never paid the same but neglected
to the Damage of said Alexander six pounds the
Deft being now three times publicly called to come
into Court makes Default of Appearance here
thereupon it is considered by the Court that said
Alexander recover against said John four pounds
ten shillings & three pence Damages & Costs & inter
est one pound twelve shillings & two pence
Ex r^o Sep 27th 1789

Robinson
vs
Curtis
N^o 210

Joseph Robinson of New Bedford in our County of
Worcester Yeoman Plf vs Zachariah Curtis of Waltham
in our County of Hampshire Merchant Deft In a plea of
the Case for that said Joseph on the
twelfth day of November seventeen hundred eighty four
by his Note promised one Isaac Robinson to pay him
two pounds sixteen shillings & one penny on Demand with
Interest & after wards on the same day & year the said
Isaac by his Indorsement on the Note ordered the Contents there
of to be paid the Plf & to become liable to pay the same
Yet said Zachariah tho' often requested never paid the same
but neglected it to the Damage of said Joseph seven pounds
the Deft being now three times publicly called to come
into Court makes Default of Appearance there thereupon
it is considered by the Court that said Joseph recover
against said Zachariah four pounds one shilling &
three pence Damages & Costs & interest at one pound eleven
shillings & four pence Samuel Hinchley att^r to the Cred
acknowledges satisfaction of this Judgment in part for
the sum of one pound & two shillings
Ex r^o for Memorandum Oct 3rd 1789

Joshua Whitney of Worcester in our County of Worcester
 Gentlemen v. Oliver Obadiah Newton of Westfield in our
 County of Hampshire Gentlemen Deft. Insuper of the Court
 on the Case for that said Obadiah at said Westfield
 on the twenty fifth Day of October nineteen hundred
 and eighty six by his v. the promise said Joshua to pay
 him six pounds & six shillings & six pence
 Also for that said Obadiah at the first day of December
 seventeen hundred and eighty six was justly indebted to
 said Joshua in another sum of five pounds two shillings
 & six pence in consideration of a deed of his said Joshua to said Obadiah at his
 request of said Obadiah at said Westfield on the first day of December
 and of said Joshua's promise to said Obadiah at said Westfield on the first day of December
 to pay him the same sum of five pounds two shillings & six pence
 to the Damage of said Joshua fifteen pounds
 The parties severally appeared & signed to have this
 Case continued until next term & then Judgment to
 be given thereupon it is considered by the Court that
 said parties have Day here until the 2nd Tuesday of
 November next after the 1st of August.

Moses Shaw of Palmer in our County of
 Hampshire house Carpenter v. Caleb Rogers of
 Williamstown in our County of Berkshire Deft. Rogers
 In super of trespass on the Case for that said Caleb at
 said Palmer on the first Day of March last for that
 said Caleb at said Palmer in consideration that the
 said Moses had before that time at the request of said
 Caleb worked for him four days at framing a house
 he the said Caleb promised the said Moses to pay
 him therefor so much money as the said work was
 reasonably worth & the said Moses in fact says that
 it was worth the sum of fourteen shillings also
 for that said Caleb on the same first day of March
 was justly indebted to said Moses in the sum of
 fifteen pounds for so much money by the said Caleb
 to the use of said Moses before that time he had
 at the request of said Caleb & in consideration
 thereof promised said Moses to pay him the same
 or to borrow it yet said Caleb the requested never
 paid the same to the Damage of said Moses twenty
 pounds the Deft being now three times publicly
 called to come into Court neither Deft. or appearance
 here thereupon it is considered by the Court that
 said Moses recover against said Caleb fourteen
 pounds sixteen shillings & ten pence Damages
 & Costs taxed at one pound sixteen shillings & two pence
 & 4d. 1st of Aug. 1885

Paul Whitney & Abel Whitney both of Westfield Whitney
 in our County of Hampshire Gentlemen v. Justice Loomis
 Justice Loomis of Westfield of our County of Worcester Deft. Insuper
 plea of the Case for that said Justice at said Westfield
 on the eighteenth Day of October nineteen hundred
 and eighty six by his v. the promise said Paul & Abel to
 pay themselves fourteen shillings & eight pence
 or to borrow it yet said Justice the requested never
 paid the same to the Damage of said Paul &
 Abel eight pounds the Deft being now three times
 publicly called to come into Court neither Deft. or
 appearance here thereupon it is considered by the
 Court that said Paul & Abel recover against said
 Justice four pounds fifteen shillings & nine pence
 Damages & Costs taxed at one pound eleven shillings
 & six pence & 4d.

Benjamin vs
Billings
Roger Benjamin of W^{or}thington in our County of Hampshire
Gentleman Plaintiff Silas Pulling Gent^e Elihu Smith & Charles
Moses husbandmen Defendants
N^o 214
Billings in a plea of trespass on the Case for that at W^{or}thington
on the third day of July seventeen hundred eighty one a
Dinowre was had between said Roger & said Defendants on
Joseph Billings who is since dead & concerning the said
Roger serving as a Soldier in the army of the United States
for & on behalf of said Defts & he the said Roger at the
request of said Defts enlisted as a Soldier in the same
Army & it was then & there agreed between them that
the said Roger should serve for the term of three years
unless he should sooner be discharged from the said Army
& that the said Defts should pay him thirty pounds
upon his passing muster & forty six pounds in eighteen
Months from the said third day of July & other forty
six pounds after the said service should be ended & the
Defendants tho often requested never paid the same nor
performed their said promises to the Damage of the
said Roger sixty pounds the Defendants being now
three times publicly called to come into Court
making default of Appearance here thereupon it is
considered by the Court that said Roger recover against
said Silas Elihu Smith Charles Moses Medad & Joseph the
sum of
and costs of such taxed at £ 14. 4 & thereof

Buck
vs
Hurst
N^o 215
Samuel Buck of W^{or}thington in our County of
Hampshire Gentleman Plaintiff Dennis Hunt of the same
County Defendant
N^o 215
Hurst in a plea of trespass on the Case for that said Dennis at said
W^{or}thington on the twenty sixth day of July
seventeen hundred eighty four by his Note promised
said Samuel to pay him thirteen pounds Silver money
at or before the first day of November then next
yet said Dennis tho often requested never paid the
same nor the Damage of said Samuel sixteen pounds
the parties appeared & agreed to have this Case
continued until next term & then Judgment to be
final thereupon it is considered by the Court that
said parties have Day here until the 2^d Tuesday
of November next

Buck
vs
Lambert
N^o 216
Samuel Buck of W^{or}thington in our County
of Hampshire Gentleman Plaintiff Daniel Lambert of
W^{or}thington in our County aforesaid Gentleman Defendant
In a plea of trespass on the Case for that said Daniel
at said W^{or}thington on the sixteenth day of July
last by his Note promised said Samuel to deliver him
one Thousand & twenty Gallons of good west India Rum
within three weeks from that date with interest & the
Pl^{aintiff} avers that good West India Rum at the time of
payment was worth six shillings per Gallon yet said
Daniel tho requested never paid the same to the
Damage of said Samuel fifty pounds the Deft being
now three times publicly called to come into Court
into Court making default of appearance here thereupon
it is considered by the Court that said Samuel recover
against said Daniel twenty pounds one shilling
Damages & costs taxed at one pound ten shillings &
two pence Ex^{ra} ip^so Sep^r 6th 1785

Daniel Coney of Hothwell in our County of Lincoln
 Physician My or John or Terry of Shutebury in our
 County of Hampshire the said Daniel Coney against said
 Terry about two hundred & sixty acres of Land with
 the Mailings thereon & the appurtenances in part
 of a third Division Lot Numbered & of the first
 Division Lots & thirty seven thirty eight & thirty nine
 & twenty & part of the second Division Lot Numbered
 the whole of the fourth Division Lot No 32 - & ten
 acres which was granted by the Proprietors for building
 a Saw Mill & a piece of Land which Samuel Coney
 bought of Ebenezer Child - Another tract thereof
 containing sixty acres lying on both sides of the Road
 that leads from the said town of Shutebury to New
 Salem bounded North by land lately belonging to Samuel
 Coney & North by on Land common subdivided lately
 on Land of said Samuel Coney & said Daniel Coney
 that one Aaron Coney being lawfully seized of said
 Demanded premises in his demesne as of fee by
 his Deed duly executed conveyed the same as of fee by
 Daniel Coney but the said Terry hath since that time
 entered into Possession of said Demanded premises
 without any right or title to the Demanded premises
 said Daniel three hundred pounds the Debt being
 now three times publicly called to come into
 Court meeting Default of appearance here thereupon
 it is considered by the Court that said Daniel
 recover against said Terry his said & possession of
 said Land above described.

Coney
 Terry
 No 217


Nathaniel Edwards of Northampton in our
 County of Hampshire Yeoman My or Timothy
 Thayer of Northampton in our County of Hampshire
 Debt. In respect of trespass on the Case for that said
 Timothy at said Northampton on the twentieth
 Day of October nineteen hundred twenty three by
 his Note promised said Nathaniel to pay him
 Sixty one pounds ten shillings & pence without
 rest but said Timothy tho' often requested never
 paid the same to the damage of said Nathaniel
 Ninety pounds the Debt being now three times
 publicly called to come into Court meeting Default
 of Appearance here thereupon it is considered by
 the Court that said Nathaniel recover against
 said Timothy Sixty eight pounds seven shillings
 & five pence Damages & Costs taxed at one pound
 four shillings & pence.

Edwards
 Thayer
 No 218


Scamfield
vs
Hunt
(N^o 21)
1787

Samuel Scamfield of Williamsburgh in our County
of Hampshire Gentlemen ^{vs} ~~vs~~ Abijah Hunt
of said Williamsburgh Yeoman Debt Inceptor
of trespass on the Case &c. that said Abijah on
the twenty sixth day of March seventeen hundred
twenty two by his Note promised the Pl^t to pay
him or his Successor in said Office the sum of six
pounds & four shillings in one year from the Date
with Interest - Also for that said Abijah by his
other Note of the same Date promised said Samuel
to pay him or his Successor five pounds three shillings
& four pence within one year with interest. Yet
said Abijah tho' requested has not paid the same
to the Damage of said Samuel fifteen pounds.
The parties severally appear & agree to have this
Case continued untill next term thereupon it is
considered by the Court that said parties have
Day here untill the 2^d Tuesday November next

Gill Esq^r
vs
Noble
(N^o 220)
1787

Moses Gill of Princetown in our County of
Worcester Esq^r Pl^t vs Paul Noble of Westfield in our
County of Hampshire Cordwainer Debt Inceptor of
trespass on the Case for that said Paul at said
Westfield on the twentieth Day of August seven
hundred eighty four by his Note promised
one Philad^r Fowler to pay him or order five
pounds fifteen shillings & eight pence or more
with Interest & the said Philad^r on the same day
by his Indorsement on said Note ordered the
Contents then due unpaid to be paid the Pl^t of
tho' often requested never paid the same
to the Damage of said Moses nine pounds the
Debt being now three times publicly called to come
before into Court methinks Default of appearance
here thereupon it is considered by the Court
that said Moses recover against said Paul
Six pounds two shillings & eleven pence Damages
& Costs taxed at two pounds four shillings
& four pence  Ex^{ra} 1st Sept 7th 1785

Guthrie
vs
Lincoln
(N^o 221)
1787

Samuel Guthrie of Hoonah District in the
County of Albany & Clerk of New York Physician
Pl^t vs Nathaniel Lincoln late of Petersburg in our
County of Worcester Farmer Debt Inceptor of trespass
on the Case for that said Nathaniel at Northampton
on the twenty sixth of May seventeen hundred eighty
three by his Note promised the Pl^t to pay him
the sum of fifteen Dollars in silver at or before
the first Day of September then next. Yet said
Nathaniel tho' often requested never paid the
same to the Damage of said Samuel ten pounds.
The parties appear & agree to have this Case continue
untill next term & then Judgment to be final
thereupon it is considered by the Court that said
Samuel recover against said parties have Day here
untill the 2^d Tuesday of November next 

Moses Gill of Prinetown in our County of Worcester
Esq. Plff. Joseph Holey of Shillburne in our County
of Hampshire Yeoman Def. In a plea of trespass
on the Case for that said Joseph at Westminster
on the nineteenth Day of July seventeen hundred
twenty four by his Vote promised said Moses to
pay him Eleven pounds seventeen shillings & six
pence one farthing on Demand with Interest
Yt said Joseph tho often requested never paid
the same to the Damage of said Moses eighteen
pounds the Def being now three times publicly
called to come into Court methinks Default of
Appearance here thereupon it is considered by
the Court that said Moses recover against said
Joseph twelve pounds two shillings & ten pence
Damages & Costs taxed at two pounds six shillings
& four pence 0000 Excep^d Sept 9th 1785

10
8587
Gill
vs
Holey
N^o 222
000

Elisha Alvord of Northampton in our
County of Hampshire Yeoman Plff. John Newman
late of Cumington in our County of Hampshire
Yeoman Def. In a plea of trespass on the Case for that
John at said Northampton on the fifteenth Day of
June seventeen hundred twenty five in consideration
that the Plf sold & delivered to said John divers Goods
Wares & merchandises as usual on himself & promised
said Elisha to pay him so much for the said Goods & wares
reasonably worth & the Plaintiff swears that they were
worth the sum of fifty one shillings & ten pence of which
the said John had notice Yt said John tho often requested
never paid the same to the Damage of said Elisha
Seven pounds the Def being now three times
publicly called to come into Court methinks
Default of Appearance here thereupon it is considered
by the Court that said Elisha recover against said
John four pounds three shillings & six pence Damages
& Costs taxed at one pound five shillings & six pence
25th Sep 9 1785

Alvord
vs
Newman
N^o 223
000

Jesse Taft of Worcester in our County of
Worcester husbandman Plff. Silas Thayer of
Belchertown in our County of Hampshire husbandman
Def. In a plea of trespass on the Case for that said
Silas at said Worcester on the twenty fifth day of
March seventeen hundred eighty three by his vote
promised said Jesse to pay him three pound silver
money on Demand with Interest Also for that
Silas on the same Day of said was justly indebted to
said Jesse in another sum of two pounds for the like
sum of money had & rec Yt said Silas tho requested
never paid the same to the Damage of said Jesse Six
pounds the parties appear & agree to have this
Case continued untill next term & then Judgment
to be final thereupon it is considered by the Court
that said parties have Day here untill the 2nd Sunday
of November next

Taft
vs
Thayer
N^o 224
000

Gordon
vs
Hirrih
N^o 224

Samuel Gordon of Newtown in the County of Windham
& Heir of Conneticut Gent^l vs Nathaniel Demie late
of Northampton in said County of Hampshire Gent^l & Heir
of said Northampton deceased In a plea of trespass on the case
for that said Demie in his life time on the fourth Day of January
last entered his note promising to pay to said Gordon or his
assigns thirty pounds & three shillings Lawful money on Demand with Interest
yet said Demie the executor in his life time never
paid the same neither hath his said Administrator
paid the same tho likewise requested to the Damage
of said Gordon thirty pounds - By reason of the
Def^t being out of the State this case is continued
until next term thereupon it is considered by the
Court that said parties have Day here until
the 2nd Tuesday of November next

Hutchins
vs
Maxwell
N^o 225

Joseph Hutchins of Northampton in our County
of Hampshire Gent^l vs Hugh Maxwell late
of Chenilmont in said County Esquire Def^t In a
plea of trespass on the case for that said Hugh
at said Northampton on the fourth Day of July
last entered his note promising to pay to said Hutchins
seventeen hundred eighty two by his note promised
said Joseph to pay him eight pounds seven shillings
Lawful money on Demand with interest yet said
Hugh tho often requested never paid the same to
the Damage of said Joseph fourteen pounds the
Def^t being now three times publicly called to
come into Court makes Default of Appearance
here thereupon it is considered by the Court that
said Joseph recover against said Hugh Nine
pounds nineteen shillings & six pence Damages & Costs
taxed at one pound eight shillings & six pence
Ex^o ip^o Sept 9th 1785

Hubbard
vs
Clary
N^o 226

Giles Hubbard of Sunderland in our County
of Hampshire Gent^l vs Elisha Clary of
Swerett in our County of Hampshire Gent^l Def^t
In a plea of trespass on the case for that said Clary
at said Sunderland on the first Day of March last
entered his note promising to pay to said Giles
ten pounds seven shillings & six pence on
Demand with Interest yet said Clary tho requested
never paid the same to the Damage of said Giles
twenty pounds the Def^t being now three times
publicly called to come into Court makes Default
of Appearance here thereupon it is considered by
the Court that said Giles recover against said Clary
ten pounds six shillings & six pence Damages &
Costs taxed at one pound eight shillings & eleven
pence 5555555555 Ex^o ip^o Sept 9th 1785

John Hutton of Northampton in our County of
Hampshire Quorrens Plffs vs Edward Pomeroys Jnr
late of Northampton aforesaid Quorrens Deft In
a plea of trespass on the Case for that said Edward
on the twenty seventh Day of April last by his
Note promised the Plff to pay him thirty pounds
eleven shillings & eight pence on demand with
Interest yet said Edward tho requested never paid
the same to the Damage of said John forty pounds
the Dft being now three times publicly called
to come into Court & answer Default of appearance
here thereupon it is considered by the Court that
said John recover against said Edward twenty six
pounds sixteen shillings & eleven pence Damages
& Costs taxed at one pound four shillings & six
pence Exp^s in Sep^r 26th 1785 D D D

H
Hutton
vs
Pomeroys
No 227

Robert Oliver of Chester in our County
of Hampshire Esq^r Plffs vs Herchiah Lane &
Noah Lane husbandmen both of Cornwall in
our said County Defts In a plea of trespass on the
Case for that said Herchiah & Noah at said
Conway on the first Day of May seven hundred
eighty four by their Note promised said Robert
to pay him one hundred & sixty pounds on or
before the first Day of May next with interest
yet said Herchiah & Noah tho requested never paid
the same to the Damage of said Robert one
hundred & forty pounds the parties appear & agree
to have this Case continued untill next term
thereupon it is considered by the Court that
said parties have Day here untill the second
Tuesday of November next D D D D D

Oliver
vs
Lane &
Lane
No 228

Josiah Pomeroys of Thundershook in the Pomeroys
County of Albany & State of New York Physician
Plffs vs Benjamin Smith of a plantation called Smith
Number seven in our County of Hampshire
Quorrens Deft In a plea of trespass on the Case for
that said Benjamin at Hatfield on the twenty
fifth Day of August seventeen hundred eighty two
by his Note promised said Josiah to pay him
five pounds five shillings & five pence on Demand
yet said Benjamin tho often requested never paid
the same to the Damage of said Josiah fifteen
pounds the parties appear & agree to have this
Case continued untill next term & then Judgment
to be final thereupon it is considered by the Court
that said parties have Day here untill the 2nd
Tuesday of November next D D D

Pomeroys
vs
Smith
No 229

Phelps
vs
Dickinson
No 230

Mention Phelps of Northampton in our County of Hampshire Quorum M^{rs} Elias Dickinson to the
of Conveyance in said County Quorum Deft Ingleton
of trespass on the Case for that said Elias to said
Convey on the ninth Day of July seventeen hundred &
eighty one by his Note promised the Pl^{ff} to pay him
seventy four pounds eight shillings on Demand with
Interest yet said Elias tho requested never paid
the same to the Damage of said Martin thirty six
pounds the parties severally appear & agree to have
this Case continued untill next term & then Judgment
to be final thereupon it is considered by the Court
that said parties have Day here untill the 2nd Tuesday
of November next 1789

Shepherd
vs
Bigelow
No 231

Levi Shepherd & Ebenezer Hunt Jun^r both of
Northampton in our County of Hampshire Gent^l
M^{rs} Daniel Bigelow of Wethersham in our County
of Worcester Esq^r Deft Ingleton that the said Daniel
renders said Levi & Ebenezer the sum of four hundred
& fifty eight pounds which he owes from the sum of
Bills for thirty wit that the said Daniel as John
Northampton on the first Day of November
hundred eighty three by his writing obliges
in Court to be produced acknowledged himself
to be indebted to said Levi & Ebenezer in the sum of
four hundred & fifty eight pounds to be paid when
after he should be requested yet said Daniel tho
after requested never paid the same to the Damage
of said Levi & Ebenezer three hundred pounds
the parties severally appear & agree to have this
Case continued untill next term & then Judgment
to be final thereupon it is considered by the Court
that said parties have Day here untill the second
Tuesday of November next 1789

Shepherd
vs
Price
No 232

Levi Shepherd of Northampton in our
County of Hampshire Apothecary M^{rs} Aaron
Price late of Chardmont in said County Quorum Deft
Ingleton of trespass on the Case for that said Aaron
at said Northampton on the tenth Day of February
last by his Note promised said Levi to pay him
seventy one pounds two shillings & six pence on
Demand with Interest yet said Aaron tho requested
never paid the same to the Damage of the said
Levi Eighty pounds the Deft being now three times
publicly called to come into Court makes Default of
Appearance here thereupon it is considered by the
Court that said Levi recover against said Aaron Seventy
three pounds ten shillings & six pence Damages & Costs
taxed at one pound eight shillings & six pence
Ever ip^d Nov^r 26th 1789

No 233 see No
229. Taylor
vs
Thayer

The T^{ch} of Worcester in the County of Worcester Plaintiff M^{rs} Silas
Thayer of Dedham town in this County Defendant Ingleton that on the 1st of this Case for that
said Thayer on the 25th day of March 1789 by his Note promised said Thayer to pay him on Order 20⁰ 0 0 six pence & also in that said Thayer's name Thayer & son was
indebted to the said Thayer two hundred for so much money had & received &c &
which said Thayer promised to pay &c the said Thayer & son was
indebted to the said Thayer two hundred for so much money had & received &c &
the parties appear & agree to a Continuance. Judgment at the next
Term to be final & it is considered by the Court that said parties have
Day here in Court untill the second Tuesday of November next 1789

12
The Inhabitants of the town of Gremby
Robert Borch, Esq. wherein the said Inhabitants original
My Ina plea of trespass on the case for that said
Inhabitants on the sixteenth Day of June seventeen
hundred Eighty one being justly indebted to said
Inhabitants in the sum of twelve shillings & lawful money
for the like sum of money before that time expended
& advanced by said Inhabitants for said Inhabitants in
consideration thereof the said Inhabitants promised
said Inhabitants to pay him the same on demand
Also for that said Inhabitants on the twentieth day
of June last being indebted to the Plaintiff in another
sum of twelve shillings & lawful money for the like
sum of money he advanced & the said Inhabitants
in consideration thereof promised to pay the same on
demand yet said Inhabitants tho' requested never
paid the same to the Defendant of said Inhabitants thirty
shillings the parties now appear & agree to have
this case continued until next term thereupon
it is considered by the Court that said parties
have Day here until the 2nd Tuesday of November
next &c.)

Inhab of Gremby
No 234

Monr Wainor of Hatfield in our County
of Hampshire husbandman Plaintiff George Babcock
of Pirbright in our County of Berkshire
husbandman Defendant In a plea of trespass on the case
for that said George at said Hatfield on the second
Day of August seventeen hundred eighty three
by his Note promised said Monr to pay him
Seven pounds nine shillings & six pence on
demand with interest yet said George tho' often
requested never paid the same to the Defendant
of said Monr seven pounds the Defendant being
now three times publicly called to come into
Court answer Default of appearance here
thereupon it is considered by the Court that
said Monr recover against said George eight
pounds seven shillings & six pence Damages &
Costs taxed at one pound & nine shillings
Ex. in 2 Sep 9th 1785

Wainor
vs
Babcock
No 235

John Wait of Pittsfield in our
County of Berkshire Yeoman Plaintiff Timothy
Hamm of Southampton in our County of Hampshire
husbandman Defendant In a plea of trespass on the case
for that said Timothy on the eighteenth Day of
March twenty nine by his Note promised said
John to pay him fifty pounds which the Plaintiff
avows was of the value of four pounds eight shillings
and pence with interest yet said Timothy tho'
requested never paid the same to the Defendant of
said John twenty pounds the Defendant being now three
times publicly called to come into Court answer
Default of appearance here thereupon it is considered
by the Court that said John recover against said
Timothy six pounds twelve shillings & one penny
Damages & Costs taxed at one pound fifteen
shillings & two pence &c.) Ex. in 2 Sep 10th 1785

Wait
vs
Hamm
No 236

14
J. B. 237
omitted by mistake

Pliff
Butler
N^o 238
v

Alexander Bliff of Springfield in our County of Hampshire Turnor Pliff & Samuel Butler of Northampton in our County of Berkshire Gentlemen Defendants in the Case for that said Samuel at said Northampton on the twenty fifth day of December Seventeen hundred Eighty three in consideration that the Pliff had before that time at the request of said Butler sold & delivered to him of said leather upon himself & promised the plaintiff to pay him so much as the said leather was worth & the Pliff avers that the said leather was worth the sum of six pounds lawful money of which the said Samuel had notice yet said Samuel tho' requested never paid the same to the Damage of said Alexander ten pounds the parties appear & agree to have this case continued untill next term thereupon it is considered by the Court that said parties have Day here untill the 2^d Tuesday of November next 0000

Clark
Booth
N^o 239
v

John Clark of Bullstown in the County of Albany & state of New York Yeoman Pliff or Samuel Booth & Isaac Booth both of Lenox in our County of Berkshire Gentlemen Defendants in the Case for that said Samuel & Isaac attended Lenox on the sixteenth Day of May last by their note promised said John to pay him thirty pounds fourteen shillings & eight pence on Demand with interest yet said Samuel & Isaac tho' often requested never paid the same to the Damage of said John sixty pounds the parties now appear & agree to have this case continued untill the 2^d Tuesday of November next 0000

Paxon
Smith
N^o 240
v

Jacob Paxon of Woodbury in the County of Litchfield & state of Connecticut Merchant Pliff or Simon Smith & Charles Dibbell both of Lenox in our County of Berkshire Gentlemen Defendants in the Case for that said Simon & Charles at said Northampton on the ninth Day of September seventeen hundred twenty one by their Note promised said Jacob to pay him on Demand eighty eight pounds five shillings & six pence New York Currency equal to one hundred forty one pounds four shillings & one penny two farthings lawful money by the ninth Day of September Seventeen hundred twenty two with interest till paid yet said Simon & Charles tho' often requested never paid the same to the Damage of said Jacob five hundred pounds the Defendants now appear & move for a Continuance of this Case untill next term thereupon it is considered by the Court that this Case be continued untill next term & that said parties have Day here untill the second Tuesday of November next 0000

John W. Sherman of the Manor of Hempstead 13
within the County of Albany & State of New York
Esq: Plff or Arst Deems of Lanesborough in our
County of Berkshire y^eoman Deft in case
of the Case for that said Arst at Pittsfield on
the second Day of April last by his Note prom
ised said John to pay him five pounds sixteen
shillings & eight pence Lawful money in one
Month from the date of said Note with interest
yet said Arst tho' often requested never paid
the same to the Damage of said John W. ten
pounds the Deft now appears & moves for a
continuance of this Case untill next term
thereupon it is considered by the Court that
said parties have Day here untill the 2nd
Tuesday of November next 0000

John W. Beckman & Jacob Sherman Beckman
of the Manor of Hempstead within the
County of Albany & State of New York Esq: Plff or Arst Deems of Lanesborough in our
County of Berkshire y^eoman Deft in case
of the Case for that said Arst at Pittsfield on
the second Day of April seventeen hundred eighty
five by his Note promised the Plff to pay them
Nine teen pounds thirteen shillings & nine
pence Lawful money in one month from the
date with interest yet said Arst tho' requested
never paid the same to the Damage of said
Plaintiff thirty pounds the Deft now appears
& moves for a continuance of this Case untill
next term thereupon it is considered by
the Court that said parties have Day
here untill the second Tuesday of November
next 0000

Robert Henry Robert McCallen & Robert Henry
Henry the record all of Albany in the County
of Albany & State of New York Joint Merchants
Plff or Arst Deems of Lenox in our County
of Berkshire Esq: Deft in case of the Case
for that said Deems at said Albany on the
twenty ninth day of January seventeen hundred
and eighty five by his Note promised the Plff
to pay them four hundred & fifty five pounds
seven shillings & seven pence New York
Currency equal to equal to three hundred
& forty one pounds thirteen shillings & nine
pence Lawful money before the first Day of
August then next yet said Deems tho' requested
never paid the same to the Damage of said
Robert Henry & Robert Jun^r Six hundred & fifty
pounds the Deft now appears & moves for a
continuance of this Case untill next term
thereupon it is considered by the Court that
this Case be continued untill next term &
that said parties have Day here untill the
second Tuesday of November next 0000

Gordon
vs
More
24h

Alexander Gordon of Chester in our County of Hamp-
shire Esq^r William More of Southwicks in said
County Gentlemen Dft In a plea of the Case for
that said William on the eleventh Day of May
seventeen hundred eighty four by his Note promised
the Plaintiff him thirteen pounds twelve
shillings & four pence within six Months from the
Date with interest yet said William the requested
never paid the same to the Damage of said Alex^r
Twenty four pence the parties appear & agree to
have this Case continued untill the next term
thereupon it is considered by the Court that said
parties have Day here untill the 2nd Tuesday of
Nov^r next

Frost
vs
Sloper
N^o 245

Abraham Frost of Washington in our
County of Berkshire Yeoman Esq^r Samuel Sloper
of Salem in said County Gentlemen Dft In
a plea of the Case for that said Samuel on the
twenty fourth Day of November seventeen hundred
eighty three by his Note promised said Abraham
to pay him five pounds fourteen shillings & nine
pence on demand with interest yet said Samuel
the requested never paid the same to the Damage
of said Abraham Nine pence the parties appear
& agree to have this Case continued untill the 2nd
Tuesday of November next & then Judgment to
be given thereupon it is considered by the Court
that said parties have Day here untill the 2nd
Tuesday of November next

Bennet
vs
Dwight
N^o 246

John Bennet of Wethersfield in our
County of Hampshire Esq^r Jonathan Dwight
of Northampton in our County of
Hampshire Yeoman Dft In a plea of the Case
for that said Bennet ten pounds lawful money which
he owes & from him unjustly detains for that
the said Jonathan at said Northampton on the
twenty fifth Day of December seventeen hundred
eighty two by his Note or Bond in Court to be
produced obliged himself to pay the said John
ten pounds lawful money on demand yet said
Jonathan the often requested never paid the same
to the Damage of said John twelve pence the
parties appear & agree to have this Case conti-
nued untill next term & then Judgment to be given
thereupon it is considered by the Court that said
parties have Day here untill the 2nd Tuesday of
November next

Orinus Pettibone of Simsbury in the County of
Hartford & estate of Connecticut Esq. vs Jonathan
Tillotson of Greenville in our County of Hampshire
Yeoman & ft Inceptor of trespass on the Case for
that said Orinus on the last day of May last at the
request of said Jonathan had before their time and
delivered to him divers goods wares & merchandise
& in consideration thereof promised said Orinus to
pay him so much money as the said goods were
reasonably worth & the plaintiff avers that the
said goods were worth the sum of thirty six pounds
three shillings & three pence of which the said
Jonathan here notice yet said Jonathan tho
requested never paid the same to the Damage
of said Orinus seventy pounds the parties appear
& agree to have this Case continued until next
term thereupon it is considered by the Court
that said parties have Day here until the
2nd Tuesday of November next

Warburton Parks of Stamford in our County of
Hampshire Esq. vs Adm^r or the estate
of Elisha Parks late of said Westfield in said
County of Mass^s Debtor William of Westfield
aforesaid Yeoman & ft Inceptor of the Case for
that said Debtor at said Westfield on the sixteenth
day of August seventeen hundred seventy four
by his wife promised said Elisha to pay him
six pounds ten shillings & five pence
therein with Interest yet said Debtor tho
requested never paid the same to the Damage
of said Warburton fifteen pounds the Defendant
now three times publicly called to come into
Court neither Defiant of Appearance here
thereupon it is considered by the Court that
said Warburton recover against said Debtor the
sum of ten pounds sixteen shillings & two
pence Damages & Costs taxed at one pound
ten shillings & six pence Ex^o it^o Sep^r 10th 75

Philip Fowler of Westfield in our County
of Hampshire Yeoman vs Herchib Summer
late of Westfield in our County of Berkshire
Gent^l & ft Inceptor that he render to said Herchib
forty five pounds nine shillings & two pence
which to him he owes & from him unjustly detains
& upon the Affray that at one o'clock
helden at Northampton on the third Tuesday of
March seventeen hundred seventy five the said
Philip recovered Judgment against said Summer for
two pounds thirteen shillings & two pence three farthings
lawful money Debt & two pounds fifteen shillings
& six pence for his Costs & whereof the said Herchib
is convicted as by the record the said Court appears
& altho the Affray was out Writ of Execution
on the Judgment afore said yet the same was returned
unsatisfied & now the said Herchib tho often
requested never paid the same to the Damage of
said Philip two hundred pounds the parties severally
& appear & agree to have this Case continued until
next term thereupon it is considered by the Court
that said parties have Day here until the 2nd
Tuesday of November next

18216
 Worcester Yeoman & John Northwell of Exeter
 County of Hampshire Yeoman & John Northwell
 of the same for that said John Northwell Exeter
 on the twenty ninth day of September last by his
 Note promised said Solomon to pay him five pounds
 & seventeen shillings & undermaind with interest yet said
 & John Northwell never paid the same to the damage
 of said Solomon then said the debt being now
 three times publicly called to come into Court
 makes default of appearance here thereupon it
 is considered by the Court that said Solomon
 recover against said John Northwell six pounds three
 shillings & nine pence Damages & Costs taxed at
 one pound eighteen shillings & ten pence
 Ex 21st Sept 22nd 1705

18251
 The more Part of Decided in our
 County of Hampshire Yeoman & John Northwell
 of Exeter for that said John Northwell Exeter
 on the last day of June last was indebted to said John Northwell
 in the sum of seven pounds eight shillings & two
 pence for sundry articles of Provisions & in
 consideration thereof said John Northwell promised said
 John Northwell to pay him the same on demand yet
 said John Northwell often requested never paid the same
 to the damage of said John Northwell then said the
 debt being now three times publicly called to
 come into Court makes default of appearance
 here thereupon it is considered by the Court that
 said John Northwell recover against said John Northwell
 seven pounds eight shillings & two pence Damages
 & Costs taxed at one pound nine shillings & eight
 pence
 Ex 21st Sept 22nd 1705

18252
 The more Part of Decided in our
 County of Hampshire Yeoman & John Northwell
 of Exeter in said County Yeoman & John Northwell
 of the same for that said John Northwell Exeter
 on the sixteenth day of April seventeen hundred eighty three
 by his Note promised one William Griffith to pay
 him the sum of seven pounds & undermaind with interest
 yet said John Northwell never paid the same to the damage
 of said William Griffith then said the debt being now
 three times publicly called to come into Court
 makes default of appearance here thereupon it is
 considered by the Court that said William Griffith
 recover against said John Northwell seven pounds
 eight shillings & two pence Damages & Costs
 taxed at one pound nine shillings & eight pence
 Ex 21st Sept 22nd 1705

John Whaley of Deerfield in our County of Hampshire
his Physician Plaintiff John Hinsdale of said Deerfield
Defendant In a plea of the Case for that said John
Hinsdale on the twelfth day of August last
by his vote promised said Whaley to pay him four
pounds seventeen shillings & four pence or damages
with interest & said John then requested & never
paid the same to the damage of said Whaley eight
pounds the said Whaley being now three times publicly
called to come into Court in default of appearance
here thereupon it is considered by the Court
that said Whaley recover against said John four
pounds seventeen shillings & seven pence damages
& costs taxed at one pound seven shillings & two
pence
Carry'd Sept 22^d 1786

Arthur
Hinsdale
N^o 253

Esther Williams of Deerfield in our
County of Hampshire Gentleswoman Plaintiff the
Inhabitants of the town of said Deerfield Def^t In a
plea of the Case for that said Esther by reason
Solomon Williams a minor at the request of said
Inhabitants on the twentieth Day of November
seventeen hundred eighty one had done & performed
three months & two days Labour & service at length
for and in the command of in the Company of
Oliver Shuttles of said Deerfield & in Consideration
thereof said Inhabitants promised said Esther to
pay her so much money as she reasonably deserved
to have for the same service whenever they should
be requested & the said Esther says she reasonably
deserved to have the sum of Nine pounds & four
shillings with interest of which the said Inhabitants
had notice yet said Inhabitants then requested never
paid the same to the damage of said Esther
twenty pounds the parties appear & agree to have
this Case continued untill next term thereupon
it is considered by the Court that said parties
have day here untill the 2^d Tuesday of
November next

Williams
Inhabitants of Deerfield
N^o 254

Thomas McGe of Kingsbury in the
County of Washington & State of New York
husbandman Plaintiff Abner Proctorwell of Colrain
in our County of Hampshire husbandman Defendant
In a plea of the Case for that said Abner on the
Colrain on the thirteenth Day of September was
ten hundred eighty three by his vote promised said
Thomas to pay him twenty five pounds by the
first day of May then next yet said Abner then
requested never paid the same to the damage of
said Thomas one hundred pounds the parties
appear & agree to have this Case continued untill
next term thereupon it is considered by the
Court that said parties have day here untill
the 2^d Tuesday of November next

McGe
Proctorwell
N^o 255

Upton
vs
White
N^o 256
m

Joseph Upton of Chesham in our County of Hampshire
Plaintiff vs Ephraim White of Winchester
in our County of Hampshire husbandman Debt In a
plea of the Case for that said Ephraim at said
Chesham on the sixth Day of October seventeen
hundred eighty four by his Note promised said
Joseph to pay him thirty pounds on or before the
fifteenth Day of January then next but said
Ephraim the requested never paid the same
to the Damage of said Joseph fifty pounds the
Debt being now three times publicly called to
come into Court makes default of appearance
here thereupon it is considered by the Court that
said Upton recover against said White thirty
one pounds & thirteen shillings Damages & Costs
taxed at two pounds two shillings & four pence
Ex. p. p. Sept 22nd 1785

Immedial
vs
Proctor
N^o 257
m

David Immedial of Greenfield in our
County of Hampshire Esqr. Plaintiff vs Solomon Proctor
of Greenfield esquire husbandman & Elisha Proctor
of Greenfield husbandman Debt Consider
Jams of Conway in said County Gent. Settlement
& John Williams both of Desford in our County
of said County & Elisha Billings of Conway aforesaid
husbandmen Pls vs Solomon Proctor & Elisha Proctor
both of Greenfield aforesaid husbandmen In a plea
of the Case for that said Solomon & Elisha on the twentieth
Day of April seventeen hundred eighty four by their
Note promised the Pls to pay them four pounds
Eight shillings & seven pence within one year from
the Date but said Solomon & Elisha the requested
never paid the same to the Damage of said
David Consider both John & Elisha ten pounds the
Debt being now three times publicly called to
come into Court makes default of appearance
here thereupon it is considered by the Court
that said David Consider both John & Elisha recover
against said Solomon & Elisha the sum of

Brooks
vs
Brown
N^o 258
m

Benjamin Brooks of Chesham in our
County of Hampshire husbandman Pls vs
Consider Brown of Thove in said County husbandman
Debt In a plea of the Case for that said Consider
at said Chesham on the sixteenth Day of December
last by his Note promised said Benjamin to pay
him six pounds ten shillings before the first
Day of May last but said Consider the requested
never paid the same to the Damage of said
Benjamin ten pounds the Debt being now
three times publicly called to come into Court
makes default of appearance here thereupon
it is considered by the Court that said Brooks
recover against said Brown six pounds fifteen
shillings & eight pence Damages & Costs taxed
at one pound nineteen shillings & ten pence
Ex. p. p. Feb 7th 1785

James Matthews of Colerain in our County of Hampshire
husbandman vs Samuel Willington of Droyersden
in our County of Worcester husbandman Deft Iner
plea of the Case for that said Samuel at said Colerain
on the sixth day of June last was by his Note promised
said James to pay him in order six pounds lawful
money on demand to be paid by five thousand ten
penny Neils & the residue in West India or New England
Purse Yet said Samuel has requested never paid the
same to the Damages of said James ten pounds the
Deft being now three times publicly called to come
into Court mercur Default of appearance here there
upon it is considered by the Court that said James
recover against said Samuel six pounds lawful
money Damages & Costs taxed at one pound fifteen
shillings & six pence Exrist Sep: 27th 1785

16
Matthews
or
Willington
N^o 259

Thomas Mc Gee of Kingsbury in the County
of Albany & state of New York husbandman vs
Abner Prochwell of Colerain in our County of
Hampshire husbandman Deft Iner plea of the Case
for that said Abner at said Colerain on the thirteenth
day of September seventeen hundred eighty three by
his Note promised said Thomas to pay him in order
fifty pounds silver money by the first day of
May then next with Interest Yet said Abner has
often requested never paid the same to the Damages
of said Thomas ninety pounds the parties appear
& agree to have this Case continued untill next
term thereupon it is considered by the Court
that said parties have day here untill the second
Tuesday of November next

Mc Gee
or
Prochwell
N^o 260

John Chadwick of Tynningham in our
County of Perthshire Esq: vs Benjamin
Cros of Ashfield in our County of Hampshire Phy
sician Deft Iner plea of trespass on the Case for that
said Benjamin at said Tynningham on the seventh
day of April seventeen hundred eighty three by his
Note promised said John to pay him three pounds
lawful money on demand with Interest Also
for that said Benjamin on the same seventh day
of April was justly indebted to said John in
the sum of sixteen shillings lawful money for
the like sum of Money lent & used Yet said
Benjamin has requested never paid the same
to the Damages of said John six pounds the
Deft appearing & agrees to have this Case continued
untill next being three times publicly called
to come into Court mercur Default of appearance
here thereupon it is considered by the Court
that said John recover against said Benjamin
four pounds twelve shillings Damages & Costs taxed
at two pounds & six pence Exrist Sep: 10th 1785

Chadwick
or
Cros
N^o 261

Danhu
or
Bridgman
N^o 262
Higgin
Dunster of Northampton in our County of
Hampshire Spinner Plffs Samuel Bridgman of
Sunderland in our County of Hampshire husbandman
Def^t In answer of trespass on the Case for that said
Sunderland on the twenty sixth day of January last
in consideration that the said Higgin at the request
of said Samuel had before that time for the space
of nineteen years laboured for & served the said
Samuel in the business of an housekeeper & had
there done & performed divers works & service for the
said Samuel in washing spinning sewing & knitting
assumed on himself & to the said Higgin promised
to pay her so much as she reasonably deserved to have
for the same service & the said Higgin says
she deserved to have of the said Samuel the sum
of one hundred & twenty six pounds Lawful money
of which the said Samuel had notice yet said
Samuel tho' requested never paid the same to
the damage of said Higgin one hundred & thirty
pounds. The parties severally appear & refer
this Case to the answer Judge Hunt & determination
of Cole Seth Murray Quarter Pomroy & Deacons
Edward & the award of them one either two of
them to be final &c

Wait
Lynn & Co
N^o 263
Elisha Wait of Hatfield in our County
of Hampshire Yeoman Plffs William Lynn
Gent^r & Solomon Alford Esq^r both of Northampton
in said County Def^t In answer of trespass on the
Case for that said William & Solomon on the first day
of January last by their Note promised said Elisha
to pay him forty five pounds Lawful money yet said
William & Solomon tho' requested never paid the
same to the damage of said Elisha fifty pounds
The parties appear & agree to have this Case
continued untill next term & then Judgment to
be given thereupon it is considered by the
Court that said parties have day here untill
the 2^d Tuesday of November next &c &c

Alford & Co
or
Dwight
N^o 264
Solomon Alford of Northampton in our
County of Hampshire Esq^r Plffs William Lynn
of Northampton aforesaid Gent^r Plffs Erastus
Dwight of the same Northampton Yeoman Def^t
In answer of trespass on the Case for that said Erastus
at said Northampton on the first day of January
last being justly indebted to the Plffs in the sum of
Sixty pounds Lawful money for the like sum of money
aid out expended & advanced by said Solomon & William
for said Erastus at the request of said Erastus in consideration
thereof the said Erastus promised the Plffs to pay him
the same indented yet said Erastus tho' requested
never paid the same to the damage of said Solomon &
William eighty pounds The Def^t being now three
times publicly called to come into Court & make default
of appearance of here thereupon it is considered by
the Court that said Solomon & William recover against
said Erastus Sixty pounds Lawful money Damages & cost
taxed at one pound one shilling & six pence
Ex^o i^o Apr 10th 1785 &c &c

Elihu Goodman of Greenfield in our County of
Hampshire Blacksmith Plff vs Thomas White of
Southwold in said County Gent Plff vs Inhab of
Acre upon the Case for that said Thomas at said
Southwold on the second Day of December seventeen
hundred eighty two by his Note promised said Elihu
to pay him thirteen pounds lawful money on
Demand yet said Thomas tho requested never paid
the same to the Damage of said Elihu sixteen pounds
the Debt being now three times publicly called
to come into Court makes Default of appearance
here thereupon it is considered by the Court that
said Elihu recover against said Thomas the
sum of six pounds & fifteen shillings Damages &
& Costs taxed at one pound & nine shillings & 00

Goodman
vs
White
265

James Shephard of Northampton in
our County of Hampshire Gent Plff vs
Eleuthere Wright of said Northampton Yeoman
Deft Inhab of Acre upon the Case for that said
Eleuthere at said Northampton on the twenty seventh
Day of October seventeen hundred eighty three by his
Note promised said James to pay him on order Seven
pounds two shillings & six pence on Demand with
Interest yet said Eleuthere tho requested never
paid the same to the Damage of said James
fourteen pounds the Debt being now three times
publicly called to come into Court makes
Default of appearance here thereupon it is
considered by the Court that said James recover
against said Eleuthere Seven pounds eight shillings
& two pence Damages & Costs taxed at
one pound & nine shillings one shilling & 00
pence 00 00 00 therefore &c 25th Apr 1786

Shephard
vs
Wright
266

Elihu Goodman of Greenfield in our
County of Hampshire Blacksmith Plff vs Abraham
Doy of Southwold in said County Gent Deft
Inhab of Acre upon the Case for that said Abraham
at said Southwold on the twenty third Day of
July seventeen hundred eighty two by his Note
promised said Elihu to pay him five pounds &
twelve shillings on Demand with Interest yet
said Abraham tho requested never paid the same
but neglects it to the Damage of said Elihu eight
pounds the Debt being now three times publicly
called to come into Court makes Default of appearance
here thereupon it is considered by the Court that
said Elihu recover against said Abraham Six
pounds & one shilling Damages & Costs taxed at
one pound nine shillings & six pence Therefore &c
25th Apr 1786

Goodman
vs
Doy
267

Clark
vs
Clark
N^o 268
In a plea of trespass on the case for that said William
at Northampton on the fourth Day of January
last being indebted to the Plaintiff in the sum of six pounds
ten shillings & nine pence for the like sum of money
expended & advanced by said Solomon for said
William & in consideration thereof the said William
promised to pay the same on demand Also for
that said William at said Northampton on the same
Day being justly indebted to the Plaintiff in the sum
of twelve shillings for Labour & Work - Yet said
William the request never paid the same to the
Demand of said Solomon twelve pounds the Plaintiff
being now three times publicly called to come into
Court makes Default of Appearance here thereupon
it is considered by the Court that said Solomon
recover against said William Seven pounds & eight
shillings Damages & Costs taxed at one pound nine
shillings & ten pence DD Ex ip^s Sept 10th 1785 r.

Nichols
vs
Howe
N^o 269
In a plea of trespass wherein the said Joshua complains
& says that the said Benjamin on the twenty second
Day of July last with force & arms then & there an
Assault made on the Body of said Joshua he being then
& there in the peace of God & our peace & him did beat
wound & evilly intreat falsely imprison deprive him
of his lawful Liberty carry more than eighteen
Miles & against his Will detain & hold in prison for
Eighteen hours & untill the said Joshua paid the
sum of four pounds in order to recover his Liberty
& many other wrongs & injuries to said Joshua then
& there did Contrary to Law & against our peace
to the Damage of said Joshua fifty pounds &
the Plaintiff now appears & expects to have this case
continued untill next term thereupon it is considered
by the Court that said parties have Day here
untill the 2nd Tuesday of November next DD

Strong
vs
Johnson
N^o 270
In a plea of Debt On a plea of the Case for that said
Hugh at Northampton on the twentieth Day
of March seventeen hundred eighty two by his
Vote promised said Nehemiah to pay him twenty
one pounds four shillings & six pence half penny on
Demand with Interest Yet said Hugh the request
never paid the same to the Demand of said Nehemiah
thirty pounds the Debt being now three times
publicly called to come into Court makes Default
of Appearance here thereupon it is considered
by the Court that said Nehemiah recover against
said Hugh twenty five pounds seven shillings &
four pence DD Ex ip^s Sept 10th 1783.

Joseph ^{Plff} of Greenbury in our County of Hampshire
 vs ^{Def} Mr. Stephen Warner of Bilkertown in
 said County Geomman Deft In a piece of the
 Case for that said Stephen at said Northampton
 on the twenty fourth Day of March last
 paid by his Note promised said
 Joseph to pay him five pounds & nine shillings
 in neat & full at the new best price with
 Interest yet said Stephen tho' often requested
 never paid the same to the Damage of said
 Joseph ten pounds the Deft being now three
 times publicly called to come into Court
 makes Default of Appearance here thereupon
 it is considered by the Court that said Joseph
 recover against said Stephen the sum of

18
 00
 Some
 or
 Warner
 N^o 271

Abner Burbanks of Suffolk in the
 County of Hartford State of Connecticut
 Plff vs Beralak Smith of West Springfield in our
 County of Hampshire Gentleman Deft In a piece of
 the Case for that said Beralak at Suffolk on the
 twelfth Day of December last paid him
 one by his Note promised said Abner to pay him
 sixteen Spanish Milled Dollars on demand with
 Interest yet said Beralak tho' requested never paid the
 same but accepted it to the Damage of said Abner
 ten pounds the Deft being now three times publicly
 called to come into Court makes Default of appearance
 here thereupon it is considered by the Court that said
 Abner recover against said Beralak five pounds
 sixteen shillings & four pence Damages & Cost
 taxed at one pound thirteen shillings & eight
 pence

Burbanks
 vs
 Smith
 N^o 272

Jedediah Day of West Springfield in our
 County of Hampshire Geomman Plff vs William
 Taylor of Southbury in said County Geomman Deft Taylor
 In a piece of the Case for that said William at said
 West Springfield on the fifteenth Day of January
 last by his Note promised the Plff to pay him
 four pounds nine shillings & six pence on demand
 with Interest yet said William tho' often requested
 never paid the same to the Damage of said Jedediah
 eight pounds the parties appear & agree to have this
 Case continued untill next term & then Judgment
 to be final thereupon it is considered by the Court
 that said parties have day here untill the 2nd Sunday
 of November next

Day
 vs
 Taylor
 N^o 273

Allen
vs
Allen Esr
(N^o 274)

John Allen of Greenfield in our County of Hampshire
Yeoman Plffs James Hemphill of said County
husband & Mary his wife Executors of said Allen
late of said Greenfield deceased in said County & City of Exr
In a plea of the Case for that said Allen at said Greenfield
on the twenty sixth Day of July next then hundred &
eighty three being then alive & by his Note promised
said John to pay him thirty four pounds lawful money
on the first Day of April then next to said Allen
& Money thereafter requested has never paid the same
to the Damage of said John fifty pounds - it is now
ordered by the Court that this Case be continued untill
next term & that said parties have Day here untill
the 2nd Monday of November next 1787

Parsons
vs
Bell
(N^o 275)

David Parsons of Amhurst in our County
of Hampshire Clerk Plffs Samuel Bell of Warrinton
in said County Yeoman Sarah his wife Defrs
a plea of the Case for that said Sarah at said
Amhurst on the thirty first Day of October next
hundred eighty three being then married by
the name of Sarah Glary promised said David to
pay him eight pounds & two shillings lawful money
on demand but said Sarah the often requested never
paid the same to the Damage of said David
ten pounds the Debt being now three times
publicly called to come into Court & when I found
of appearance here thereupon it is considered by
the Court that said David recover against said
Samuel & Sarah Eight pounds nineteen shillings
& nine pence Damages & Costs taxed at one pound
nine shillings & five pence Exp^{ts} 10th Sep^r 1785

Newton
Plffs
(N^o 276)
1787

Sarah Newton Adm^r on the estate of
James Newton late of Westfield in our County of
Hampshire deceased intestate humbly shews the
personal Estate of said Deceased insufficient to
discharge the Debts due from said Deceased as by a
Certificate from the Office of Registry of Probate appears
She therefore prays she may be allowed to make sale
of so much of the Real Estate as to enable her to discharge
said Debts - it is considered by the Court that she
be permitted to make Sale of the value of fourteen
pounds 00

Newton
(N^o 277)
(1787)

Elizabeth Newton of Hadley in our County of
Hampshire Adm^r on the estate of James Newton
late of Hadley in our County of Hampshire deceased
intestate humbly shews that the estate of said Deceased
is insolvent & insufficient to discharge the Debts due
from said Deceased she therefore prays she may be
allowed to make sale of the real estate of said Deceased to
enable her to make payment of said Debts it is
now ordered that she make sale of the whole of the
real estate of the said Deceased 00

With Murrey of Hatfield in our County of Hampshire
Esq^r Executor of the last will & testament of William
Murrey late of Amhurst in said County dec^d humbly
shew that the Debts due from said Estate exceed the
personal estate the sum of two hundred & fourteen
pounds four shillings & one penny as by certificate
from the office of Registry of Probate appears
he therefore prays he may be allowed to make
Sale of so much of the Real estate of ^{deceased} as
to enable him to discharge said Debts thereupon
it is ordered by the Court that he be permitted to
make Sale of the Value of two hundred & sixteen
pounds

17
Murrey
Pet^r
1728

The foregoing Judgments & Orders &c being made
and entered up in Manner as aforesaid and the
Court was adjourned without Day
At Robt Breech Clerk

At the Court of Common Pleas holden at
 Springfield in & for the County of Hampshire
 on the second Tuesday of November being the
 8th day of 1st month & from Day to Day to
 the 12th day of the same month Anno Domini
 1785

Justices of the said Court
 present

Esau Porter Esq^r
 John Bliff Esq^r
 Samuel Mather Esq^r

Jury of Trials

Math ^{es} Ely Freeman L th	}	West
Phineas Morley		
William Ashby	}	L th
Amos Bliff		
Abner Stebbins Jun ^r	}	B th
Thos ^l Lombard Jun ^r		
Gideon Stebbins	}	W th
Phineas Stebbins		
Isa ^l Rogers	}	W th pr
Isaac Wagon Jun ^r ex ^{pr}		
David Shaw	}	Pal
John Shing		
Daniel Chapin abs ^t	}	Pr
Moses Burd		

2 day Swinerton as M^{gr}
 3^d Nichols as Att^y
 4th Bussey as St^y Jan^r
 4th Taylor as Granty
 5th Champlins Chap^l

Bigelow or Fowler Titus Bigelow of Southwick in our County of Hampshire Yeoman Plaintiff & Minor Defendant of the same Southwick Yeoman Defendant Insuperior as of Record heretofore there being now no writ this action is dismissed &c

Purdon or Butcher Bradford Purdon of Weyre in our County of Hampshire trader Plaintiff & Elisha Butcher Yeoman & Nathaniel Nichols trader both of Williamstown in our County of Berkshire Defendants Insuperior as of Record heretofore the parties severally appear & agree to have this case continued under the former Rule untill next term thereupon it is considered by the Court that said parties have Day here untill the second tuesday of November next &c

Proot or Stiles Jacob Proot of Rensselaer Manor in the County of Albany & State of New York Yeoman Plaintiff & Job Stiles Junr of Greenwich in our County of Hampshire Yeoman Defendant Insuperior as of Record heretofore the parties appear & agree to continue this case under the former Rule untill next term thereupon it is considered by the Court that said parties have Day here untill the 2^d tuesday of February next &c

Cotton or Brewer Andrew Cotton of Warrington field in this County Cordwainer Plaintiff & John Brewer of the same Warrington field in a Shop as is of Record heretofore Defendant Insuperior as of Record heretofore the parties appear & agree to continue this case under the former Rule untill next term thereupon it is considered by the Court that this case be overruled under the Rule of Reference heretofore entered into, untill the next Term.

Lee or Nelson John Lee Junr of Westfield in our County of Hampshire Yeoman Plaintiff & Stephen Nelson of Upton in said County of Worcester Yeoman Defendant Insuperior as of Record heretofore It is Now ordered by the Court that this case be continued untill next term & that said parties have Day here untill the 2^d tuesday of February next &c

Smith or Hale Stephen Smith of Commington in our County of Hampshire Yeoman Plaintiff & Stephen Hale of a plantation called Nambergeven in said County Yeoman Defendant Insuperior as of Record heretofore & consider them & all references on this case come into & award that the said Hale recover against said Smith one pound five shillings & six pence Damages & Costs taxed at six shillings & four pence two of shillings therefore &c

Allop or Nourse Mary Allop of Middletown in the County of Hartford & State of Connecticut Adm^r on the estate of Richard Allop late of said Middletown Dec^d in said County Plaintiff & Francis Nourse of Putnam in our County of Worcester trader Defendant John Dwight & others Defendants on this case awarded that said Mary recover against said Francis forty one pound of our shillings & one penny Damages & Costs taxed at Six pence eight shillings & two pence Ex^{ra} Nov 15th 1785.

Isol Northrup of Newhaven in the County of New
Haven & State of Connecticut Gent^l vs Peter Damon
of Ludlow in our County of Hampshire Gent^l vs
Inexplic^{it} as of Record heretofore the parties
sworely appear & agree to continue this Court until
until next term under the former Rule thereupon
it is considered by the Court that said parties here
Day here until the second Tuesday of January next

21
Northrup
vs
Damon

James Church of the City & County of Hartford Church
vs
State of Connecticut Merchant vs Joseph
Chamberlain of Dutton in our County of Berkshire
Gent^l vs Deft Inexplic^{it} as of Record heretofore
the Deft being now three times publicly called
to come into Court makes Default of appearance
here thereupon it is considered by the Court that
said James recover against said Joseph Eight
pounds & five shillings Damages & Costs taxed at
three pounds & thirteen shillings even so & save 1783

Thomas Day of West Springfield in our County of Hampshire
vs
Gent^l vs Mary Leonard both of said West Springfield
Hampshire on the estate of Mary Leonard late of said
West Springfield deceased & in said Capacity Deft
Inexplic^{it} as of Record heretofore the Deft being
now three times publicly called to come into
Court makes Default of Appearance here the
action dismissed

Day
vs
Leonard

Joseph Chamberlain of Dutton in our County of Berkshire
vs
Gent^l vs James Church of Hartford in our County of Hartford & State of
Connecticut Merchant Deft Inexplic^{it} as of
Record heretofore the Deft being now three
times publicly called to come into Court makes
Default of Appearance here thereupon it is
considered by the Court that said Joseph recover
against said James Nine pounds, 10 shillings
& four pence Damages & Costs taxed at four pounds
nine shillings & ten pence Whereupon the
Deft now appears by Alexander Wolcott Gent^l
his Atty & appeals from the Judgment of this
Court to the supreme Judicial Court holden
at Northampton in & for our County of
Hampshire & he recognizes with sureties as
the Law directs for said James prosecute
his said appeal with effect as by said Recognizance
on file appears

Chamberlain
vs
Church

Butler
vs
Butler
No

Servant Butler of Springfield in our County of Hampshire
Yeoman M^r vs Mrs Butler of said Springfield husbandman
Def^t In a plea x as of record heretofore the Def^t
being now three times publicly called to come into
Court makes default of appearance here the Pl^t is
Non suit & the action dismissed D D D D

Townsend
vs
Cook

Mary Ann Townsend of Boston in our County
of Suffolk Gentlewoman M^r vs Mous Cook Sur^t of
Amherst Yeoman Def^t In a plea x as of record
heretofore the parties appear & agree to continue
on this case award that said Townsend recover
against said Mous sixteen pounds lawful money
Damages & Costs taxed

Thayer
vs
Dickinson

Cal^d Thayer of Shutesbury in our County of
Hampshire Yeoman M^r vs David Dickinson of
Deerfield in said County Gent^l Def^t In a plea x as
of record heretofore the parties appear & agree to
continue this case under the former Rule until
next term thereupon it is considered by the Court
that said parties have Day until the second Tuesday
of February next D D

Phelps
vs
Mills

Oliver Phelps of Granville in our County
of Hampshire Esq^r M^r vs Stone Mills of Windsor
in the County of Hartford & State of Connecticut Yeoman
Def^t In a plea x as of record heretofore the parties
appear & agree to have this case continued until
next term thereupon it is considered by the Court
that said parties have Day here until the second
Tuesday of November February next D D

Thompson
vs
Blackmer

Benjamin Thompson of Weare in our
County of Hampshire Yeoman M^r vs Solomon
Blackmer of Western in our County of Worcester
Def^t In a plea x as of record heretofore the Def^t
being now three times publicly called to come
into Court makes default of appearance here
the Pl^t is Non suit & the action dismissed D D

Fowler
vs
Fowler

Pit^d Fowler of Westfield in our County
of Hampshire Yeoman M^r vs Silas Fowler Dub^t
Fowler & Daniel Fowler of said Westfield Def^t In
a plea x as of record heretofore it is now ordered by
the Court that this case be continued until next
term & that said parties have Day here until the
second Tuesday of November February next D D

Gunn
vs
Brewer

Jessy Gunn of Springfield in our County
of Hampshire a Negro Woman M^r vs Solomon Brewer
of said Springfield Yeoman Def^t In a plea x as of record
heretofore the parties severally appear & agree to have this
case continued until next term thereupon it is considered
by the Court that said parties have Day here until
the second Tuesday of February next D D

John Hinney of West Springfield in our County of Hampshire Leisourer Plffs. John Lumb of Springfield in said County Yeoman Dft Inexpence as of record heretofore the Dft being now three times publickly called to come into Court methes & fault of appearance here thereupon it is considered by the Court that said John Hinney recover against said Lumb the sum of Nineten pounds & four shillings Damages & Costes at two pound Eleven shillings & two pence Ex viis Nov 15. 1785

Jonathan Wells of Glastenbury in the County of Hartford & Stoke of Connecticut Esq. Plffs. Simon Burdwell & John Burdwell both of Putehertown in our County of Hampshire Yeomen Dft Inexpence as of record heretofore the Dft being now three times publickly called to come into Court methes & fault of appearance here the Plffs nonsuit & the Action dismissed

John Shields of Monson in our County of Hampshire Yeoman Plffs. & Joseph Newell Jonathan Chapin & Nathaniel Sikes all of Monson exors & Gentlemen Dfts Inexpence as of record heretofore the parties appear & refer this Case to the award Judgment & Determination of William Pyrahony & John Mangum Esquires & Thoburn Bliss & the award of them or either two of them to be final

George Bruck of West Springfield in our County of Hampshire Plffs. Rufell & Co. of the same West Springfield Dft as of record heretofore. The Referees now bring into Court their award as on file which is accepted, and it is considered by the Court that said George do recover against said Rufell Three pounds One shilling & nine pence of lawful money Damages and Cost of Suit taxed at £ 3. 9. 9 and a third pce

Benjamin Thompson of Ware in our County of Hampshire Yeoman Plffs. Benjamin Billings of Putehertown in said County Yeoman Dft Inexpence as of record heretofore the parties appear & agree to have this Case continued until next term thereupon it is considered by the Court that said parties have Day here until the second Tuesday of February next

Michael Pratt of Peltham in our County of Hampshire Yeoman Plffs. Isaac Gray of said Peltham Gentn Dft Inexpence as of record heretofore the Plff being now three times publickly called to come into Court in Nonsuit the Dft appears & prays that his Costs may be allowed him thereupon it is considered by the Court that said Isaac recover against said Michael his Costs taxed at

Isaac Pratt of Peltham in our County of Hampshire Yeoman Plffs. Isaac Gray of said Peltham Gentn Dft Inexpence as of record heretofore the Plff being now three times publickly called to come into Court in Nonsuit thereupon it is considered by the Court that said Isaac recover against said Isaac his Costs taxed at

John Lee Junr of Westfield in our County of Hampshire
Plaintiff vs. Frederick Mfor Poternd Purbs of said Westfield Gentlemen
Deft in a plea as of record heretofore & in which
Twilight at the difference on this case awarded that said
John recover against said Poternd three pound eighteen
shillings & eight pence Damages & Costs taxed at
three pounds & ^{nineteen} shillings & six pence
Expise Nov 16th 1785

Francis
Seaton vs. Thomas Francis of Southwiche in our
County of Hampshire Yeoman Mfor & Horner Bowler
of said Southwiche Yeoman Deft In a plea as of
record heretofore the parties appear & refer the
Case to the award Judgement & Determination of
Ephraim Chamberlain Princes Perkins & others
Mons Noble & the award of them or either two of them
to be final ooooo

Greengas
vs. George Greengas Junr of Southwiche in our
County of Hampshire Yeoman Mfor David Plumbe
of Westfield in said County Yeoman Deft In a plea
as of record heretofore the parties appear &
refer this Case to the award Judgement & Determina
tion of Benjamin Dewey Gideon Stiles & Benjamin
Perkins & the award of them or either two of them
to be final ooooo

Chester
vs. Leonard Chester of Wethermsfield in the
County of Hartford & State of Connecticut Gent
Mfor Samuel Cook of Huddy in our County
of Hampshire Yeoman Deft In a plea as of
record heretofore the Deft being now three
times publicly called to come into Court make
Default of appearance here thereupon it is
considered by the Court that said Leonard
recover against said Samuel six shillings & pence
thirteen shillings Damages & Costs taxed at
two pounds thirteen shillings & ten pence
Expise Nov 16th 1785

Proot
vs. Gad Proot of Westfield in our County of
Hampshire Yeoman Mfor Ebenezer Herrick
of Southwiche in said County Yeoman Deft In a
plea as of record heretofore the Deft being
now three times publicly called to come into
Court make Default of appearance here thereupon
it is considered by the Court that said Gad
recover against said Ebenr four pounds four
shillings & nine pence Damages & Costs taxed
at one pound thirteen shillings & four pence
Expise Nov 16th 1785

Taylor
vs. David Taylor of Springfield in our County of
Hampshire Yeoman Mfor Joseph Chapin of said
Springfield Proprietor Deft In a plea as of record
heretofore the Deft being now three times publicly
called to come into Court make default of appearance
here the Plt is Nonuit & the Action dismissed ooooo

Mayo
vs
Prockwood
Caleb Mayo of Warrwick in our County of Hampshire
vs
Ebenner Prockwood of said
Warrwick Yeoman Debt In appearance of Record
heretofore the Debt being now three times publicly
called to come into Court makes Default of appearance
here thereupon it is considered by the Court that
said Caleb recover against said Ebenner five pounds
three shillings & three pence Damages & Costs
taxed at three pounds two shillings & two pence
Ex^{ist} Nov^r 14th 1785

Irish
vs
Hought
Amos Irish of Bristol in the County of
Hertford & State of Connecticut Yeoman vs
Elijiah Hought of Southwicks in our County of Hampshire
Yeoman Debt In appearance of Record heretofore the
Debt being now three times publicly called to come
into Court makes Default of appearance here the
Plff^s Non suit & the action dismissed

Stiles
vs
Stiles
Job Stiles Jun^r of Greenville in our County
of Hampshire Yeoman vs
Job Stiles of said Greenville
Yeoman Debt In appearance of Record heretofore
the Debt being now three times publicly called
to come into Court makes Default of appearance
here thereupon it is considered by the Court that
said Job Jun^r recover against said Job Eighteen
pounds thirteen shillings & six pence Damages &
Costs taxed at two pounds eight shillings & two pence
Ex^{ist} Nov^r 14th 1785

Sowler
vs
Lee
Samuel Sowler of Westfield in our County
of Hampshire Gent^l vs
John Lee Jun^r of said
Westfield trader Debt In appearance of Record heretofore
the Debt being now three times publicly called to
come into Court makes Default of appearance here
thereupon it is considered by the Court that
said Samuel recover against said John forty two
pounds eight shillings & five pence Damages &
Costs taxed at one pound nineteen shillings & ten
pence Ex^{ist} Nov^r 14th 1785

Witbeck
vs
Tollansbe
Thomas L Witbeck in the County of Albemly
& State of New York Yeoman vs
Thomas Tollansbe late of Boston in our County of Suffolk
Yeoman alias Gent^l Debt In appearance of
Record heretofore the it is now ordered by the
Court that this case be continued untill next term &
that said parties have day here untill the second
Sunday of February next

Sowler
vs
Sowler
Jeha Sowler of Southwicks in the County of Kent & other Plff^s vs
David Sowler of said Southwicks Defendant Debt in a Trade case of
Record heretofore The Parties appear again to a Court house
and it is considered by the Court that they have day here in Court
untill the second Sunday of February next

Nobles Dewey & Solomon Dewey both of Westfield in 24
 our County of Hampshire Yeomen M^{rs} for Moses Hopkins
 & Thomas Ingersoll both of Great Barrington in our County of Berkshire Gent^l Def^t In a plea ex of Hopkings
 Pleas & heretofore the Def^t now appear by Thomas
 Ingersoll Esq^r & for plea say they are not guilty in manner
 & form as the Pl^{ff} have in their Declaration alleged
 & thereof put themselves on the County the Pl^{ff}
 likewise thereupon the Jurors of the Jury according
 to the form & effect of the Statutes in such case made
 & provided being duly sworn & impanelled at this
 time returned & deliver upon their Oath that they
 find that the Bond declared on is the Debt of the said Moses
 & Thomas & And thereupon it is considered by the Court that
 said Noble & Solomon do recover against said Moses & Thomas
 Two hundred & sixty seven pounds Debt & Costs of this Case & in
 two pounds six shillings & ten pence

Whereupon said Moses & Thomas by Thomas Ingersoll Esq^r the Att^y
 appeal from the Judgment of the Court to the Supreme Judicial
 Court to be holden at Northampton aforesaid on the last Tuesday
 of April next & he assigns with Sureties as the Law directs
 for their prosecuting said appeal with C^{ts} such as by P. Rogue
 on File does appear

John Wilson Jun^r of Wrentham in our County 25
 of Hampshire Physician M^{rs} for Joseph Washburn of
 New Braintree in our County of Worcester Gent^l Def^t In a plea ex of record heretofore the parties
 appear & agree to have this Case continued until
 next term & then Judgment to be final thereupon
 it is considered by the Court that said parties have
 Day here until the second Tuesday of Nov^r February
 next (cc)

Edison Phillips & Simon Phillips Yeomen 26
 Lucy Phillips & Anna Phillips Spinners all of West
 Springfield in our County of Hampshire M^{rs} for
 Joseph Leonard late of said West Springfield Yeoman
 Def^t In a plea ex of record heretofore the parties
 appear & agree to have this Case continued until next
 term thereupon it is considered by the Court that
 said parties have Day here until the second Tuesday
 of February next (cc)

William Warriner of Willingham in our 27
 County of Hampshire Yeoman M^{rs} for Ebenezer Fairbanks
 of Northfield in said County Yeoman Def^t In a plea ex of record heretofore the Def^t being now three times
 publicly called to come into Court makes Default
 of appearance here thereupon it is considered by the
 Court that said William recover against said Ebenezer
 one hundred & sixteen pounds Lawful money Damages
 & Costs taxed at one pound six shillings & ten pence
 Ex^{is} Jany^y 17th 1786

Isaac Brewer of Sudow in our County of Hampshire
Governor Moses Eleazer Smith of a first and second
County of Hampshire with Deft Ina please and record
Wherefore the parties now appear and refer this case to
the award Judgment & Determination of Thos Stebbins
Josiah Hitchcock & Moses Church the award of them
or either two of them to be final or

Thos Mulmer of Boston in our County of Suffolk
vs. Peter Lewis Michel late of Southwold in our
County of Hampshire Gent. agent & trustee of
James Lockwood an absconter & absconding Debtor
in said County Left in place & as of record heretofore
This Case is continued untill next Term by order of
Law thereupon it is considered by the Court that said
parties have Day here untill the second Monday
of February next 1808

James Johnson of Sturbridge in our County
of Worcester Gent^l & Anna his Wife Plffs vs
Moryson of Springfield in our County of Hampshire
Esq^t agent & trustee of Benjamin Elliot an absentee
& Absconding Debtor in said Capacity Deft In person
and of record heretofore the Deft being now three times
publicly called to come into Court makes default
of appearance here the Plff is Nonuit & the
Action dismissed A 0000

Jacob Pepper of New Braintree in our
County of Worcester vs. John Elliot of
New Braintree in our County of Hampshire. Plurimum. Def.
In a plea of the Case for the said Elliot at said Ware
and of Record heretofore the Def. being now three times
publicly called to come into Court within default of
appearance here thereupon it is considered by the
Court that said Jacob recover against said Elliot thirty
two pounds one shilling & six pence Damages &
Costs taxed at two pounds eleven shillings & six pence
Ex^{ra} ip^s Nov^r 14-1785.

Peter, Wife of William in our County of
Worcester Yeoman v^s Mr Thomas Thellum of Westfield
in our County of Hampshire Yeoman Debt Inspecu
re as of record heretofore the Debt being now three times
publicly called to come into Court & being Default of
appearance here thereupon it is considered by the
Court that said Peter recover against said Mrs
Seven pounds fourteen shillings & tenpence Damages
& Costs taxed at two pounds six shillings & nine pence
Ex^{ist} Nov^r 14th 1785

[illegible]

Jonah Case of Shutehnd County in the State of Vermont
Yeomen M^r Oliver Shutehnd of Dufferin Gent^l & Elisha
Murray husband & Maria Lucia his wife all of Dufferin in
our County of Hampshire Ex^{rs} of the last Will & Testament
of Samuel McCall late of said Dufferin Dist^l In plea
as of record heretofore the Dfts being now three times
publicly called to come into Court makes Default of
Appearance here thereupon it is considered by the
Court that said Jonah recover against said Elisha the
sum of fifty one pounds ten shillings & eight pence
Damages & Costs taxed at fifty one pounds ten
shillings & eight pence Damages & Costs taxed at three
pounds twelve shillings & six pence Ex^{rs} Nov: 15th 1785

25
351

Case
vs
McCall Ex^{rs}

Enoch Shepherd of Chester in our County of
Hampshire Yeomen M^r John Worcester of Spencer in
our County of Worcester Yeomen Dist^l In plea as of
record heretofore the Dft being now three times publicly
called to come into Court makes Default of Appearance
here thereupon it is considered by the Court that said
Enoch recover against said John twenty eight pounds
twelve shillings & ten pence Damages & Costs taxed
at two pounds & seven shillings Ex^{rs} Nov: 15th 1785

Shepherd
vs
Worster

John Sykes of Ludlow in our County of
Hampshire Gent^l M^r Joseph Miller of said
Ludlow Gent^l Dist^l In plea as of record heretofore
the Dft being now three times publicly called to
come into Court makes Default of Appearance
here thereupon it is considered by the Court that
said John recover against said Joseph five pounds
sixteen shillings & nine pence Damages & Costs taxed
at two pounds & eleven pence Ex^{rs} Nov: 15th 1785

Sykes
vs
Miller

Jerem^l Bisell of Hartford in the County of
Hartford & State of Connecticut Gent^l M^r Timothy
Caldwell of Westfield in our County of Hampshire
Yeomen Dist^l In plea as of record heretofore
the Dft being now three times publicly called
to come into Court makes Default of Appearance
here thereupon it is considered by the Court that
said Jerem^l recover against said Timothy twelve
pounds one shillings & nine pence Damages &
Costs taxed at two pounds three shillings &
eight pence Ex^{rs} Nov: 15th 1785

Bisell
vs
Caldwell

Samuel Wolcott of East Windsor in the County
of Hampshire & State of Connecticut Yeomen
M^r Joel Wright of Northampton in our County
of Hampshire Yeomen Dist^l In plea as of record
heretofore the Dft being now three times publicly
called to come into Court makes Default of Appearance
here thereupon it is considered by the Court that
said Samuel recover against said Joel thirteen pounds
ten shillings & two pence Damages & Costs taxed at
one pound sixteen shillings & six pence Ex^{rs} Nov: 15th 1785

Wolcott
vs
Wright

Marsh
vs
More

Samuel Marsh of Hartford in the County of
Hartford & State of Connecticut Gent^l vs Wm^o Williams
More late of Southwick in our County of Hampshire
Groomen Deft In a plea as of record heretofore the
Deft being now three times publicly called to come
into Court makes default of appearance here
thereupon it is considered by the Court that said
Samuel recover against said Williams twenty seven
pounds fifteen shillings eight pence Damages &
Costs taxed at two pounds four shillings & six pence
Ex^{ip} Nov^r 15th 1785

Marsh
vs
Fowler

Samuel Marsh of the City & County of
Hartford & State of Connecticut Gent^l vs John
Fowler of Westfield in our County of Hampshire
Groomen Deft In a plea as of record heretofore the
Deft being now three times publicly called to
come into Court makes default of appearance here
thereupon it is considered by the Court that said
Samuel recover against said John Nineteen pounds
& seven shillings Damages & Costs taxed at two pounds
two shillings & six pence Ex^{ip} Nov^r 15th 1785

Hide
vs
Powers

Matthew Hide of East Windsor in the County
of Hartford & State of Connecticut Gent^l vs Jeremiah
Powers late of Greenwich in our County of Hampshire
Gent^l Deft In a plea as of record heretofore the Deft
being now three times publicly called to come into Court
makes default of appearance here thereupon it is
considered by the Court that said Matthew recover
against said Powers eleven pounds eleven shillings &
four pence Damages & Costs taxed at two pounds one
shilling & eight pence Ex^{ip} Nov^r 15th 1785

Sheldon
vs
Buck

Charles Sheldon of Springfield in our County
of Hampshire Merchant vs Samuel Buck of
Northampton in said County Gent^l Deft In a plea
as of record heretofore the Deft being now
three times publicly called to come into Court makes
default of appearance here thereupon it is considered
by the Court that said Charles recover against said
Samuel thirty six pounds eleven shillings & seven
pence Damages & Costs taxed at one pound seven
shillings & ten pence Ex^{ip} Nov^r 15th 1785

Ripoll
vs
More

James Ripoll of Chester in our County of
Hampshire Groomen vs Wm^o Williams More of Southwick
in our County of Hampshire Gent^l Deft In a plea as
of record heretofore the Deft being now three times
publicly called to come into Court makes default of
appearance here thereupon it is considered by the Court
that said James recover against said Williams thirteen
pounds three shillings & five pence Damages & Costs
taxed at two pounds five shillings & four pence
Ex^{ip} Nov^r 15th 1785

Thorn
vs
Webster

Jonathan Thorn of Washington in our County
of Berkshire Groomen vs Constant Webster of Northampton
in our County of Hampshire Gent^l Deft In a plea
as of record heretofore the parties appear agree to have
this case continued until next term thereupon it is
considered by the Court that said parties have Day here
until the second Tuesday of February next

Samuel Buffington of Hammington in our County of Hampshire Gent^l & M^r Ebenezer Putney of Gashen in our County afore said husbandmen Deft In a plea of record heretofore Doct^r Ebenezer Huntroth & Putney referees within this case being into Court their award & conclusion of the M^t it is ordered by the Court the recommended to the same referees

26

Nov

Buffington
Putney

Seremiah Bishop of Windsor in the County of Windsor & State of Vermont Yeoman M^r John & Merriam of Southbury in our County of Hampshire Yeoman Deft In a plea of record heretofore the parties appear & agree to have this case continued until next term whereupon it is considered by the Court that said parties have Day here until the second Tuesday of November next

Bishop
Merriam

David Burd of Northampton in our County of Hampshire Yeoman M^r Thomas French Gent^l & Elijah Billings husbandmen both of County in said County Defts in a plea of record heretofore the Defts being now three times publicly called to come into Court & in default of appearance here thereupon it is considered by the Court that said David recover against said Thomas & Elijah Eleven pounds seven shillings four pence Damages & Costs taxed at one pound sixteen shillings & six pence Ex^o ip^o Nov^r 16th 1785

Burd
French & al

Commonwealth of Massachusetts M^r Jacob Bill of Norwich in our County of Hampshire Gent^l Deft In a plea of record heretofore the Deft being now three times publicly called to come into Court & in default of appearance here thereupon it is considered by the Court that Execution issue against the said Jacob the sum of twenty pounds lawful money Defts Costs taxed at one pound fifteen shillings & six pence Ex^o ip^o Nov^r 17th 1785

Commonwealth
Bill

Commonwealth of Massachusetts M^r Robert Currie of Cheshire in our County of Hampshire Labourer Deft In a plea of record heretofore the Deft being now three times publicly called to come into Court & in default of appearance here thereupon it is considered by the Court that Execution issue against the said Robert for the sum of twenty pounds lawful money Defts Costs taxed at one pound sixteen shillings Ex^o ip^o Nov^r 17th 1785

Commonwealth
Currie

Nedrick Dickinson of Hatfield in our County of Hampshire Gent^l M^r Monjett Taylor of Hatfield in said County Yeoman Deft In a plea of record heretofore this case is continued for Judgment until next term by order of Court & that said parties have Day here until the second Tuesday of February next

Dickinson
Taylor

Mary Kingsley of Northampton in our County of Hampshire Widow Gent^l M^r Gideon Clark Gent^l & Ephraim Clark Yeomen both of Northampton in said County Defts In a plea of record heretofore the Defts being now three times publicly called to come into Court & in default of appearance here thereupon it is considered by the Court that said Mary recover against said Gideon & Ephraim forty four pounds & nineteen shillings Damages & Costs taxed at one pound eleven shillings & six pence Ex^o ip^o Nov^r 17th 1785

Kingsley
Clark

(Weather
(Thomas
Elisha Weather of Northampton in our County of Hampshire
Yeoman & Mr. John Adams of Winchester in said County
Plaintiff & Defendant In a plea & case of record heretofore the Defendant
being now three times publicly called to come into Court
in default of appearance here thereupon it is
considered by the Court that said Elisha recover against
said John Adams four pounds & seven shillings & pence
& costs taxed at one pound four shillings & pence
Ex'ip Dec 7th 1785 0000

Puggles
Side
Joseph Puggles of Hardwich in our County
of Worcester Gent & Mr. John Fitch Gent of Amherst
in our County of Hampshire Gent & Defendant In a plea
as of record heretofore the parties appear & agree to
have this case continued until next term & then
Judgment to be final thereupon it is considered by the
Court that said parties have Day here until the
second Tuesday of February next

Stone
Steel
Abner Stone of Great White Creek in
the County of Washington State of New York
Yeoman & Mr. Samuel Steel of Greenwich in our
County of Hampshire Tenant & Defendant In a plea
as of record heretofore the Defendant being now three times
publicly called to come into Court in default
of appearance here thereupon it is considered
by the Court that said Abner recover against
said Samuel Eighteen pounds & five shillings
& pence & costs taxed at three pounds & six shillings
& pence 000 Ex'ip Nov 16th 1785 00

Hunt
or
Hayden
Ebenezer Hunt & Levi Shepherd both of
Northampton in our County of Hampshire Gent
& Mr. Josiah Hayden Gent of Williamsburgh in
said County Yeoman & Defendant In a plea
as of record heretofore the Defendant being now three times publicly
called to come into Court in default of
appearance here thereupon it is considered by
the Court that said Levi & Ebenezer recover
against said Josiah six pounds & eleven shillings &
six pence & damages & costs taxed at one pound &
thirteen shillings 000 Ex'ip Nov 16th 1785

Wait
or
Clarke
Seth Wait of Hatfield in our County
of Hampshire Yeoman & Mr. William Clarke of
Windsor in our County of Hampshire Yeoman & Defendant
In a plea as of record heretofore the parties appear
& agree to have this case continued until next term
thereupon it is considered by the Court that said
parties have Day here until the second Tuesday of
February next 0000 00

Woodbridge
(Woody
Puggles Woodbridge of Southwold in our County
of Hampshire Esq & Mr. Elisha Woody of Groton in
said County Yeoman & Defendant In a plea
as of record heretofore the Defendant being now three times publicly
called to come into Court in default of appearance here
thereupon it is considered by the Court that said
Puggles recover against said Elisha twelve pounds
& nine shillings & nine pence & damages & costs taxed
at one pound & fifteen shillings & six pence 000
Ex'ip Nov 16th 1785 00

Levi Cook of Amherst in our County of Hampshire 27
Sedles Pleas Henry Fremblin of said Amherst
Yeoman Deft In a plea &c of record heretofore the
Deft being now three times publicly called to
come into Court makes Default of appearance
here the Plea is non suit & the action dismissed

John Walker of Hadley in our County of Hampshire 01
Yeoman & Ann his wife Executrix of
the last will & Testament of Benjamin Cottrell
of said Hadley Deft In a plea &c of record
heretofore the Deft being now three times
publicly called to come into Court makes
Default of appearance here the Court is considered
by the Court that this case be continued & that said
parties have Day here untill the second Tuesday
of February next

Silent Wiler of Shutesbury in our County 01
of Hampshire Yeoman Plea William Erving Junr
& John Smith both of said Shutesbury Yeoman Deft In a
plea &c of record heretofore the Defts being now
three times publicly called to come into Court makes
Default of appearance here thereupon it is considered
by the Court that said Silent recover against said
William & John Nine pounds six shillings & eight
pence Damages & Costs taxed at two pounds four
shillings & eight pence Exp^{ts} Nov 21st 1785

Nehemiah Strong of Newtown in the County 01
of Fairfield & Heirs of Connecticut Gent^l Plea
Joshua Lembe Woodbridge of Northfield in our County
of Hampshire Gent^l Deft In a plea &c of record
heretofore the Deft being now three times
publicly called to come into Court makes
Default of appearance here thereupon it is
considered by the Court that said Nehemiah
recover against said Joshua Lembe thirty four
pounds fifteen shillings & ten pence Damages &
Costs taxed at two pounds two shillings & six
pence Exp^{ts} Nov 21st 1785

Elisha Warner & John Lyon both of Belch 01
Worcester in our County of Hampshire traders
Plea or Lewis Morgan of Southwley in said County
Yeoman Deft In a plea &c of record heretofore the
Deft being now three times publicly called to come
into Court makes Default of appearance here
thereupon it is considered by the Court that said
Elisha & John recover against said Lewis twenty
nine pounds thirteen shillings & eight pence Damages
& Costs taxed at two pounds two shillings & two
pence Exp^{ts} Nov 21st 1785

Larkin
or
Prose

John Larkin & Joseph Howard both of Charlestown in our County of Middlesex Merchants M^{rs} or Roger Moore of Springfield in our County of Hampshire Gent^l Def^t In appearance as of record heretofore the Def^t being now three times publicly called to come into Court makes Default of appearance here thereupon it is considered by the Court that said John Joseph recover against said Roger ten pounds & four Shillings & pence & costs taxed at four pounds three Shillings & six pence & c^{ts} in 2^d Nov^r 1785

Gill
or
Converse

Elizabeth Gill of Leverett in our County of Hampshire Widow M^{rs} or James Converse late of said Leverett Gent^l Def^t In appearance as of record heretofore the Parties appear & agree to have this case continued under the former Rule until next term thereupon it is considered by the Court that said parties have Day here until the second Tuesday of November next 1785

Swinnerton
or
Munger

Pruth Swinnerton of Holland in our County of Hampshire Spinster M^{rs} or John Munger of said Holland husband men Def^t In appearance as of record heretofore the Def^t now appears & for pleas says he is not guilty in manner & form as the Pl^t has alleged & thereof puts himself on the Country & the Pl^t by Abner Morgan Esq^r her attorney shewing thereupon the Jurors of the Jury according to the form & effect of the Statute in such Case made & provided being duly sworn & empanelled at this time returned & deliver upon their oaths that they find the Defendant not guilty in manner & form as the Pl^t alleged. Whereupon the said Pruth by Abner Morgan Esq^r & appeals from the Judgment of this Court to the Supreme Judicial Court holden at Northampton in and for our County of Hampshire the next Tuesday of April next & he recognises with sureties of the Law directs for the said Pruth prosecuting her said Appeal with effect as by said Recognizance on file appears

Wood
or
Sabin

John Wood of Monson in our County of Hampshire Gent^l M^{rs} or Joseph Sabin of said Monson Gent^l Def^t In appearance as of record heretofore the parties appear & agree to have this case continued until next term & then Judgment to be final thereupon it is considered by the Court that said parties have Day here until the 2^d Tuesday of February next 1785

Church
or
Brink

James Church of the City & County of New-Have & State of Connecticut Merchant M^{rs} or John Brink of Springfield in our County of Hampshire Gent^l Def^t In appearance as of record heretofore the parties appear & agree to have this case continued until next term thereupon it is considered by the Court that said parties have Day here until the second Tuesday of February next 1785

Essex Claph of Westfield in our County of Hampshire
Imholder M^r James Timothy Mills of Millwater in the state
of New York Gent^l & Lewis Thompson of Westfield afores^d
Imholder D^{ts} Implea years of record heretofore the
parties appear & agree to have this case continued until
the next term thereupon it is considered by the Court
that said parties have Day here until the second M^o
Tuesday of February next

28
Claph
Mills

John Pitt, late of Boston in our County of
Suffolk Esq^r M^r John Fowler of Westfield in our
County of Hampshire Yeoman D^{ts} Implea & afores^d
Implea heretofore the D^{ts} being now three times
publicly called to come into Court makes default of
Appearance here thereupon it is considered by the
Court that said John recover against said Fowler
two hundred forty eight pounds nineteen shillings
& three pence Damages & Costs taxed at two pounds
ten shillings & two pence Ex^o ip^o Nov^r 15th 1785

Pitt
Fowler

Leidoh King of Conway in our County of
Hampshire Yeoman M^r Jones Barber of Hindell
in said County Yeoman D^{ts} Implea & afores^d
record heretofore the D^{ts} being now three times
publicly called to come into Court makes default
of appearance here thereupon it is considered by the
Court that said Leidoh recover against said Jones
thirteen pounds twelve shillings & one penny
Damages & Costs taxed at five pounds five shillings
& four pence whereupon the said Jones now appears
by Caleb Atterbury Esq^r & appeals from the Judgment
of this Court to the Supreme Judicial Court holden
at Northampton in & for our County of Hampshire
the last Tuesday of April next & he recognises
with Sureties to the Law Directors for said Jones
prosecuting his said Appeal with effect as by said
Recognizance on file appears

King
Barber

Peter Gates of Conway in our County of
Hampshire Merchant M^r Samuel Bush of
Northampton in said County Gent^l D^{ts} Implea
& afores^d record heretofore the D^{ts} being now three
times publicly called to come into Court makes
default of appearance here thereupon it is considered
by the Court that said Peter recover against said
Samuel seven pounds twelve shillings & one penny
Damages & Costs taxed at two pounds & one shilling
Ex^o ip^o Nov^r 15th 1785

Gates
Bush

Samuel Mowly of Westfield in our County
of Hampshire Gent^l Yeoman M^r Solomon
Proot of said Westfield Yeoman D^{ts} Implea & afores^d
record heretofore the D^{ts} being now three times
publicly called to come into Court makes default of
Appearance here thereupon it is considered by the
Court that said Samuel recover against said Solomon
Nine pounds eighteen shillings & ten pence Damages
& Costs taxed at one pound eighteen shillings & two
pence Ex^o ip^o Nov^r 16th 1785

Mowly
Proot

Fowler
or
Fowler

David Fowler Junr of Southampton in our County of Hampshire Yeoman Plaintiff et alr Fowler of said Southwiche Yeoman Deft Inr please as of record heretofore the parties appear & agree to have this case continued until next term under the former Rule thereupon it is considered by the Court that said parties have Day here until the second Sunday of February next.

Crow
or
Hewart

John Crow of Exeter in our County of Hampshire Yeoman Plaintiff Paul Musard of Berrymore in said County of Hampshire Yeoman Deft Inr please as of record heretofore the Deft being now three times publicly called to come into Court makes Default of appearance here thereupon it is considered by the Court that said John recover against said Paul five pounds seven shillings & ten pence Damages & Costs taxed at two pounds three shillings & two pence D D Ex. p. Nov. 11th 1785

Fowler
or
Fowler

David Fowler Junr of Southwiche in our County of Hampshire Yeoman Plaintiff Silas Fowler of said Southwiche Gentle Deft Inr please as of record heretofore the parties appear & agree to have this case continued until next term & then Judgment to be final thereupon it is considered by the Court that said parties have Day here until the second Sunday of February next D D

Ingersoll
or
Fowler

John Ingersoll of Westfield in our County of Hampshire Esqr Plaintiff David Fowler Junr of Southwiche in said County Yeoman Deft Inr please as of record heretofore the Deft being now three times publicly called to come into Court makes Default of appearance here thereupon it is considered by the Court that said John recover against said David twenty eight pounds four shillings & five pence Damages & Costs taxed at two pounds & one shilling & that said David now appears & appeals from the Judgment of this Court to the Supreme Judicial Court holden at Northampton in & for our County of Hampshire the fourth Tuesday of April next & he recognises with Sureties as the Law Directs D D

Clap
or
Hough & al

Perez Clap of Southampton in our County of Hampshire Yeoman Plaintiff vs Elijah Hough & Williams Hough Yeomen both of Southwiche in said County Defs Inr please as of record heretofore the Deft being now three times publicly called to come into Court makes Default of appearance here thereupon it is considered by the Court that said Perez recover against said Elijah & Williams fifty pounds Lawful money Damages & Costs taxed at one pound twelve shillings & two pence Ex. p. Nov. 11th 1785 D D

Mosely Esqr
or
Mosely

Pliny Mosely of Westfield in our County of Hampshire Gent^l Executor of the last will & Testament of Daniel Mosely late of said Westfield Dec^d in said County Plaintiff vs Abner Mosely of said Westfield Yeoman Deft Inr please as of record heretofore the Deft being now three times publicly called to come into Court makes Default of appearance here the Plaintiff consents the Action dismissed D D

Benjamin Johnson of Walsfield in our County of Hampshire Yeoman Plaintiff John Manger late of South Downham in said County Yeoman Defendant In a plea as of record heretofore the said being now three times publicly called to come into Court making default of appearance here the Plaintiff is nonuit & the action dismissed

29
Johnson
Manger

Joseph Severance of Greenfield in our County of Hampshire Yeoman Plaintiff Uriah Higgins of Wendell in said County Yeoman Defendant In a plea as of record heretofore the said Uriah now comes & defends the force & injury & for pleas says he never promised in manner & form as the said Joseph in his Declaration has alleged & thereof puts himself on the Country & the said Joseph appearing by Samuel Bernard & Caleb Strong Esqrs & renewing Liberty to waive this Demurrer & give the issue & says the Plea aforesaid is an insufficient answer to the said Declaration & for want of a sufficient plea prays Judgment & the said Uriah by Simon Strong Esqrs agreeing to said Preservation says his plea aforesaid is sufficient thereupon all & singular the premises being seen & by the Court here fully understood for that it appears to the said Court that the plea aforesaid of the said Uriah by him above pleaded & the matters therein contained is a good & sufficient answer in law to the Declaration aforesaid & that the said Joseph ought not to receive anything upon his plea aforesaid therefore it is considered that the Joseph by his plea aforesaid receive nothing but that for his boundless claim he be in mercy & that the said Uriah recover against said Joseph his costs for the defending the Suit of the said Joseph taxed at £2. 17. 4.

Severance
Higgins

Whereupon the said Joseph by Samuel Bernard his Attorney & appears from the Judgment of this Court to the Supreme Judicial Court holden at Northampton in & for our County of Hampshire the last Tuesday of April next & he recognises with Sureties to the said Court for said Josephs prosecuting his said appeal with effect as by said Recognizance on file appears

William Cook of Hildley in our County of Hampshire Yeoman Plaintiff George Hodge of said Hildley agent & trustee of Samuel Cook late of said Hildley in said Capacity Defendant In a plea as of record heretofore It is now ordered by the Court that this case be continued untill next term & that said pen be here Day here untill the second Tuesday of February next

Cook
or
Cook's trustee

Daniel Cooley Gent^l & Mary his Wife of Amherst in our County of Hampshire Adm^r on the estate of Moses Dickinson Jun^r late of said Amherst Dec^d in said Capacity Plaintiff Phillip Clarke of Northampton in our County aforesaid Yeoman Defendant In a plea as of record heretofore & Moses Hubbard & others Preferees on this case bring into Court their caveat that the Plaintiff have not supported their charge thereupon it is considered by the Court that said Phillip recover against said Daniel his costs taxed at one pound two shillings & two pence

Cooley
Clarke

Ex^{ra} in Dec^r 20th 1785

Cook
Winchester

Samuel Cook of Dreden in the County of Cheshire
State of New Hampshire Gent Plff vs Lemuel Winchester of
South Weymouth in our County of Hampshire Gentn
Def In a plea &c as of record heretofore the Def being
now three times publicly called to come into
Court makes Default of appearance here the Plff's
Nominate the citation signed W D D

Williams
Chester

John Chester Williams of Haver in our County
of Hampshire Esqr Plff vs Leonard Chester of Weatherfield
in the County of Hartford State of Connecticut Esqr
Def In a plea &c as of record heretofore the said
Leonard now appears by Caleb Strong Esqr his Atty
& defends the force & injury & says he is not guilty in
manner & form as the Plff in his Declaration has
alleged & thereof puts himself on the Country & the
said John Chester reserving to himself the Liberty of
waiving this Demurrer on the trial of the appeal &
joining the issue above tendered & says that the plea aforesaid
is insufficient in Law that he is not bound to make
answer thereto & that he is ready to verify wherefore
he prays Judgment that his Costs & Damages may be
adjudged him & the said Leonard consenting says
his plea is sufficient thereupon all & singular the premises
being now seen & fully understood by the Court that
the Plea above pleaded by the said John Chester is
insufficient in Law to the Leonard is sufficient &
Answer in Law & that the said John Chester ought
not to receive any thing but for his boundless Claim
he be in mercy thereupon it is considered by the
Court that said Leonard recover against said John
Chester his Costs taxed at
Whereupon the said John Chester in his own proper
person appeals from the Judgment of this Court
to the Supreme Judicial Court holden at Northampton
in & for our County of Hampshire the ~~fourth~~ last
Tuesday of April next & he recognises with sureties
in the Law direct for his prosecuting his said appeal
with effect as by said recognizance on file appears

Palmer
Prude

Timothy Palmer of Bennington in the County
of Bennington & State of Vermont Esqr Plff vs
Leophranah Prude of Sudlow in our County of Hampshire
Esqr Def In a plea &c as of record heretofore the
said Leophranah now comes & defends the force & injury
& says he never promised in manner & form as the
Plff in his Declaration alleged & thereof puts himself
on the Country & the Plff reserving to himself the
Liberty of waiving this Demurrer & join the issue by
appeal says the plea aforesaid is insufficient answer to his
Declaration aforesaid & thereof prays Judgment & the
said Leophranah says his plea is sufficient & thereof
prays Judgment thereupon all & singular the premises
being now fully understood by the Court that the plea
above pleaded by said Prude is sufficient answer in
Law & that the said Timothy ought not to receive any
thing but for his boundless Claim he be in mercy
thereupon it is considered by the Court that said Prude

recover against said Palmer his costs taxed at Three pound eleven shillings & two pence Whereupon the said Judge by John Kirkland Esq. & appeals from the Judgment of this Court to the Supreme Judicial Court holden at Northampton in & for our County of Hampshire the last Tuesday of April next & he recognizeth with Sureties as the Law directs for said Judge prosecuting his said appeal as by said Recognizance on file appears 0007

Elisha Porter of Hadley in our County of Hampshire Esq. & Sheriff of the same County. Plffs James Heaton late of Shelburne in said County Yeoman & Moses Heaton late of Charlemont in said County Physician Defts In a plea as of record heretofore The parties appear & agree to have this Case continued untill next term thereupon it is considered by the Court that said parties have Day untill the 2nd Tuesday of February next

Porter
vs
Heaton &c

Amos Peabody of Northfield in our County of Hampshire Yeoman Plffs Hopkin Thiny of said Northfield Deft In a plea as of record heretofore the Plff being now three times publicly called to come into Court makes Default of appearance here in Non suit The Deft appears & prays that his costs may be allowed him thereupon it is considered by the Court that said Hopkin recover against said Amos his costs taxed at one pound nineteen shillings & eight pence Ex. is. Nov. 2nd 1785

Peabody
vs
Thiny

Seth Johnson of Southwick in our County of Hampshire Yeoman Plffs James Campbell of said Southwick Yeoman Deft In a plea as of record heretofore the Deft being now three times publicly called to come into Court makes Default of appearance here thereupon it is considered by the Court that said Seth recover against said James five pounds & five shillings Damages & costs taxed at two pounds one shilling & two pence Ex. is. Nov. 15th 1785

Johnson
vs
Campbell

John Emmon of Southwick in our County of Hampshire Yeoman Plffs James Fletcher of said Southwick Yeoman Deft In a plea as of record heretofore the Plff appears by Wm Phillips Esq. his Att. and the Deft has three times publicly called to come into Court makes Default of appearance here Whereupon it is considered by the Court that said John do recover against said James ten pounds fifteen shillings & nine pence Damages & costs taxed at £2. 1st 2nd Ex. is. Nov. 15th 1785

Fletcher
vs
Emmon

Christopher Colson of Bennington in the County of Bennington State of Vermont Yeoman Plffs or Moses Dickinson of Amherst in our County of Hampshire Esq. Deft In a plea as of record heretofore the Deft being now three times publicly called to come into Court makes Default of appearance here thereupon it is considered by the Court that said Colson recover against said Moses fourteen pounds five shillings & six pence Damages & costs taxed at two pounds three shillings & six pence Ex. is. Nov. 15th 1785

Colson
vs
Dickinson

Bliss
vs
Deay

Thomas Bliss Esqr Aaron Bliss Gent & Reverend Bliss
Governor & Miriam Bliss Genttwe men all of Springfield
in our County of Hampshire Executors of the last
Will & Testament of Sedwich Bliss late of said
Springfield Decd in said Capacity Plffs vs Samuel
Deay of Adams in our County of Berkshire Gent
Deft In plea x of record heretofore the Dft being
now three times publickly called to come into
Court makes Default of Appearance here thereupon
it is considered by the Court that said Executors
recover against said Samuel seven pounds seven
shillings ten pence Damages & Costs taxed at one pound
fourteen shillings & ten pence Ex^{ce} Nov^r 19th 1783

Campbell
vs
Learned

Thomas Campbell of Southwick in our
County of Hampshire Governor Plffs vs Jeremiah
Learned of Oxford in our County of Worcester Admr
on the estate of Jeremiah Learned late of Leicester
in said County Decd in said Capacity Dft In
plea x of record heretofore the parties appear &
agree to have this case continued untill next term
thereupon it is considered by the Court that
said parties have Day here untill the second Tuesday
of February next &c

Whitney
vs
Newton

Joshua Whitney of Worcester in our County
of Worcester Gent Plffs vs Obadiah Newton of
Westfield in our County of Hampshire Governor Dft
In plea x of record heretofore the Dft being
now three times publickly called to come into
Court makes Default of Appearance here thereupon
it is considered by the Court that said Joshua recover
against said Obadiah the sum of 4 Fourteen pound five
shillings & ten pence of lawful money Damages & Costs taxed at
2^l 3^s 2^d

Buck
vs
Hunt

Samuel Buck of Warrington in our
County of Hampshire Gent Plffs vs James Hunt of
Williamburgh in said County Governor Dft In plea
x of record heretofore the Dft being now three
times publickly called to come into Court makes Default
of Appearance here thereupon it is considered by
the Court that said Samuel recover against said
James fourteen pounds & two pence Damages & Costs
taxed at two pounds two shillings & two pence
Ex^{ce} Nov^r 17th 1785

Seirfield
vs
Hunt

Samuel Seirfield of Williamburgh in our
County of Hampshire Gent Plffs vs Abijah Hunt of
said Williamburgh Governor Dft In plea x of
record heretofore the Dft being now three times
publickly called to come into Court makes Default of
Appearance here thereupon it is considered by the
Court that said Samuel recover against said Abijah
Nine pounds thirteen shillings & seven pence Damages
& Costs taxed at one pound nineteen shillings & one
penny &c

Samuel Guthrie of Hoonah District in the County of
Albany & State of New York Physician Plff vs Nathaniel
Lincoln late of Peterborough in our County of Worcester
Tennor Deft In a plea &c of record heretofore the Deft Lincoln
being now three times publicly called to come into
Court makes Default of appearance here thereupon it
is considered by the Court that said Samuel recover
against said Nathaniel the sum of five pounds three
shillings & one penny Damages & Costs taxed at three pounds
& eight shillings 00 Ex ip Nov 17th 1785 00

Samuel Gordon of Winttown in the County
of Windham & State of Connecticut Gent Plff vs Nathaniel
Dumrills of Warrington in our County of Hampshire
Gent & Sarah his wife Tenor on the Estate of Phineas
Herrieh late of said Warrington Deft in said capacity
Deft In a plea &c of record heretofore the Deft being now
three times publicly called to come into Court makes
Default of appearance here thereupon it is considered by
the Court that said Samuel recover against said Dumrills
the sum of this Case be continued until next
term & that said parties have Day here until the
2nd Tuesday of February next 00

Robert Oliver of Chester in our County of
Hampshire Esqr Plff vs Herchiah Lane & Noah both
husbandmen both of Conway in said County Deft In a
plea &c of record heretofore the Deft being now
three times publicly called to come into Court makes
Default of appearance here thereupon it is considered
by the Court that said Robert recover against said
Herchiah & Noah one hundred & ten pounds & two
pence Damages & Costs taxed at two pounds six
shillings & nine pence Ex ip Nov 16th 1785 00

Joseph Pomeroy of Shinderkoch in the County
of Albany & State of New York Physician Plff vs
Benjamin Smith of a plantation called Number seven
in our County of Hampshire Yeoman Deft In a plea
&c of record heretofore the Deft being now three times
publicly called to come into Court makes Default
of appearance here thereupon it is considered by
the Court that said Joseph recover against said
Benjamin nine pounds nine shillings & three pence
Damages & Costs taxed at three pounds & nine
shillings 00 Ex ip Nov 16th 1785 00

Martin Phelps of Northampton in our
County of Hampshire Yeoman Plff vs Elias Dickinson
of Conway in said County Yeoman Deft In a plea &c
of record heretofore the Deft being now three times
publicly called to come into Court makes Default of
appearance here thereupon it is considered by the Court
that said Martin recover against said Elias ten
pounds six shillings & six pence Damages & Costs taxed
at one pound fourteen shillings Ex ip Nov 16th 1785

Levi Shephard & Ebenezer Hunt both of Northampton
in our County of Hampshire Gent Plff vs Daniel
Rigdon of Peterborough in our County of Worcester Esqr
Deft In a plea &c of record heretofore the Deft being
now three times publicly called to come into Court
makes Default of appearance here thereupon it is
considered by the Court that said Levi & Ebenezer
recover against said Daniel two hundred fifty nine
pounds & two shillings & nine pence Damages & Costs
taxed at one pound eight shillings & eight pence 00
Ex ip Nov 16th 1785

Taft
Thayer

John Taft of Worcester in our County of Worcester has
Comd men Plf's Silas Thayer of Berkshire in our
County of Hampshire husband man Deft In plea
as of record heretofore the Deft being now three times
publicly called to come into Court make Default
of appearance here thereupon it is considered by
the Court that said J^r recover against said Silas
five pounds nine shillings & four pence Damages
& Costs taxed at one pound eighteen shillings &
six pence 000 Ex^{ip} Nov 16th 1785 00

Taylor
Mth 6th of 1785

Thomas Taylor of Gremby in our County
of Hampshire Yeoman Plf of the Inhabitants of said
Gremby Deft In plea as of record heretofore the Appellants
have now appear & are at issue upon their former plea to wit
that the Appellees have promised in manner & form
as the Plf alleged thereupon the Jurors of the Jury
according to the form & effect of the Statutes in such
Case made & provided being duly sworn & empannelled
at this time returned & in open Court Declare upon their
oath that they find the Appellees promise in manner
& form as the Appellant alleged & assess Damages at
twelve shillings thereupon it is considered by the
Court that said Thomas recover against said
Inhabitants the sum of twelve shillings Damages
& Costs taxed at seven pounds fourteen shillings &
six pence 55 Ex^{ip} Dec 12th 1785 00

Bliss
Beater

Alexander Bliss of Springfield in our County
of Hampshire Yeoman Plf Samuel Beater of
Perthshire in our County of Berkshire Deft In
plea as of record heretofore the Deft being now
three times publicly called to come into Court make
Default of appearance here thereupon it is considered
by the Court that said Alexander recover against
said Samuel six pounds & useful money Damages
& Costs taxed at £ 1st 7th 4th Whereupon the
said Samuel by Abner Morgens Esq^r comes into
Court & appeals from the Judgment of this Court
to the Supreme Judicial Court make Default of
appearance here holden at Northampton in for
our County of Hampshire the last Tuesday of
April next & he recognises with Sureties as the Law
Directs for said Samuel prosecuting his said appeal
with effect as by said Recognizance on file appears

Clark
Booth & al

John Clark of Ballstown in the County of
Albany & State of New York Yeoman Plf Samuel
Booth & Isaac Booth both of Knox in our County of
Berkshire Yeoman Deft In plea as of record
heretofore the Deft being now three times publicly
called to come into Court make Default of appearance
here thereupon it is considered by the Court that said
John recover against said Samuel & Isaac thirty one
pounds thirteen shillings & one penny Damages &
Costs taxed at three pounds eight shillings & four
pence 000 Ex^{ip} Nov 14th 1785 00

Suben Bacon of Litchfield County & town of Woodbury
State of Connecticut Plaintiff vs Simon Smith &
Charles Dibble both of Seneca in our County of Berkshire
Gentlemen Dft Inexplic & as of record heretofore
the Dft being now three times publicly called to
come into Court makes Default of Appearance here
thereupon it is considered by the Court that said Suben
recover against said Simon & Charles two hundred &
fifty five pounds ten shillings & five pence Damages &
Costs taxed at three pounds & eight pence
Ex^{ist} Nov^r 11th 1795

Bacon
vs
Smith &
Dibble

John W. Schumacher in the County of Albany
vs John Perry of New York Esq^r Plaintiff
State of New York Esq^r vs John Perry
Land in our County of Berkshire Yeoman Dft
Inexplic & as of record heretofore the Dft being
now three times publicly called to come into Court
makes Default of Appearance here thereupon it is
considered by the Court that said John recover
against said John Perry five pounds ten shillings &
eight pence Damages & Costs taxed at three pounds
six shillings & ten pence
Ex^{ist} Nov^r 11th 1795

Schumacher
vs
Perry

John W. Beckman & Jacob C. Schumacher
vs John Perry of New York Esq^r Plaintiff
State of New York Esq^r vs John Perry
of Schenectady in our County of Berkshire Yeoman
Dft Inexplic & as of record heretofore the Dft
being now three times publicly called to come into
Court makes Default of Appearance here thereupon
it is considered by the Court that said Beckman &
Schumacher recover against said Perry twenty
pounds nine shillings & two pence Damages & Costs
taxed at three pounds six shillings & ten pence
Ex^{ist} Nov^r 11th 1795

Beckman
vs
Perry

Robert Henry Robert McCuller Robert
Henry the receiver of Albany in the County of
Albany State of New York Plaintiff vs John Perry
of Seneca Perry of Seneca in our County of Berkshire
Dft Inexplic & as of record heretofore the Dft
being now three times publicly called to come
into Court makes Default of Appearance here
thereupon it is considered by the Court that said
Henry & McCuller recover against said Perry
three hundred forty eight pounds thirteen shillings
two pence Damages & Costs taxed at three
pounds nine shillings & ten pence Whereupon the
said Perry by Caleb Strong Esq^r comes into
Court & appeals from the Judgment of this
Court to the Supreme Judicial Court holden at
Northampton in & for our County of Hampshire
the last Tuesday of April next & he recognizes with
Sureties in the Sum directed as by said Recognizance on
file appears

Henry &
McCuller
vs
Perry

Gordon
or
More

Alexander Gordon of Chester in our County of Hampshire
Plffs William More of Southwicks in said County Gent
Def^t Insuper as of record heretofore the Def^t being
now three times publicly called to come into Court
makes Default of appearance here thereupon it is
considered by the Court that said Gordon recover
against said More fourteen pounds sixteen shillings &
sevenpence Damages & Costs taxed at two pounds six
shillings & tenpence Ex^{ip} Nov^r 14th 1785 or

Trot
or
Moper

Abraham Trot of Warrington in our
County of Berkshire Yeoman Plffs Samuel Moper
of Blomford in our County of Hampshire Gentⁿ Def^t
Insuper as of record heretofore the Def^t being now
three times publicly called to come into Court makes
Default of appearance here thereupon it is considered by
the Court that said Abraham recover against said
Samuel Seven pounds ten shillings & eightpence
Ex^{ip} Nov^r 15th 1786 or

Barnes
or
Dewight

John Barnes of Westfield in our County
of Hampshire Gentⁿ Plffs Jonathan Dewight of Northampton
in said County Yeoman Def^t Insuper as of record
heretofore the Def^t being now three times publicly
called to come into Court makes Default of appearance
here thereupon it is considered by the Court that said
John recover against said Jonathan Seven pounds & eight
shillings Debt & Costs taxed at one pound thirteen shillings
& sevenpence Ex^{ip} Nov^r 14th 1785 or

Pettibone
or
Tillotson

Ozias Pettibone of Simsbury in the County
of Hartford & State of Connecticut Esq^r Plffs Jonathan
Tillotson of Greenville in our County of Hampshire
Yeoman Def^t Insuper as of record heretofore the
Def^t being now three times publicly called to come
into Court makes Default of appearance here
thereupon it is considered by the Court that said
Ozias recover against said Jonathan The Plff's
Non suit & the Action dismissed

Fowler
or
Summer

David Fowler of Westfield in our County of
Hampshire Yeoman Plffs Hazeiah Summer of Seabrook
in our County of Berkshire Gentⁿ Def^t Insuper
as of record heretofore the Plff being now three times
publicly called to come into Court makes Default of
appearance here thereupon it is considered by the Court
that said Fowler recover against said Summer Summer
recover against said Fowler his Costs taxed at one
pound nineteen shillings & sixpence Ex^{ip} Feb^r 28th 1786 or

Williams
or
Inh^t of Deerf

Ezra Williams of Deerfield in our County
of Hampshire Gentlewoman Plffs Inhabitants of said
Deerfield Def^t Insuper as of record heretofore the Def^t
being now three times publicly called to come into Court
makes Default of appearance here thereupon it is considered
by the Court that said Ezra recover against said
Inhabitants & Vine pounds & four shillings Damages &
Costs taxed at two pounds seven shillings & eightpence
Ex^{ip} Nov^r 14th 1785 or

33
ell
Mc Gee
Prochwell

Thomas McGee of Kingsbury in the County of Westchester
& State of New York husbandman Plfor Abner Prochwell
of Colrain in our County of Hampshire husbandman Dft
In a plea & case of Treas heretofore the Dft being now three
times publickly called to come into Court makes Default of
Appearance here thereupon it is considered by the Court
that said Thomas recover against said Abner Eighty two
pounds thirteen shillings & nine pence Damages & Costs
taxed at two pounds sixteen shillings & eight pence Where
upon the said Abner by Theodore Sedgwick Esq^r & appeals
from the Judgment of this Court to the Supreme
Judicial Court holden at Northampton in & for our
County of Hampshire the last tuesday of April next
& he recognizeth with Sureties as the Law directs for
the said Abners prosecuting his said appeal with effect as
by said Recognizance on file appears O O

Mc Gee
Prochwell

Thomas McGee of Kingsbury in the County
of Albany or Westchester & State of New York husbandman
Plfor Abner Prochwell of Colrain in our County of
Hampshire husbandman Dft In a plea & case of record
heretofore the Dft being now three times publickly
called to come into Court makes Default of appearance
here thereupon it is considered by the Court that said
Thomas recover against said Abner thirty four pounds
eight shillings & ten pence Damages & Costs taxed at
five pounds sixteen shillings & eight pence Whereupon
the said Abner by Theodore Sedgwick Esq^r comes into
Court makes Default of appearance here & appeals from
the Judgment of this Court to the Supreme Judicial
Court holden at Northampton in & for our County
of Hampshire the last tuesday of April next
& he recognizeth with Sureties as the Law directs
for said Abners prosecuting his said Appeal with
effect as by said Recognizance on file appears O O

Danb
or
Brigman

Abigail Danb of Northampton in our
County of Hampshire Spinster Plfor Samuel
Davidson of same place in said County husbandman
Dft In a plea & case of record heretofore & Col Seth
Murray & others referees on this case bring into Court
their award & award that said Abigail recover against
said Samuel twelve pounds Damages & Costs taxed at
five pounds & four shillings & six pence Nov^r 22nd 1778

Went
Lynm & al

Elisha Hart of Waffie in our County
of Hampshire yeoman Plfor William Lynm
& Solomon the Deved Esq^r both of Northampton
in our County of Hampshire Dft In a plea & case
of record heretofore the Dft being now three times
publickly called to come into Court makes Default of
Appearance here thereupon it is considered by the
Court that said Elisha recover against said Solomon
& William forty seven pounds & six shillings & three
pence Damages & Costs taxed at one pound eight
shillings & ten pence Ex^r ip^s Nov^r 16th 1778

Nichols
vs
Howe

Joshua Nichols of Southampton in our County of
Hampshire Yeoman Plffs Benjamin Howe of Buteburton
in said County Yeoman Deft Inasplea x c. as of record
heretofore the Deft now appears & forsworn says he is
not guilty in manner & form is the Plff in his declaration
alleged & thereof puts himself on the Country & the
Plff likewise thereupon the Jurors of the Jury according
to the form & effect of the Statutes in such case made
& provided being duly sworn & impunelled at this
time returned who to say the truth concerning the
premises declare upon their oaths by that they find
the Deft guilty in manner & form as the Plff
alleged & as to Damages at twelve pounds thereupon
it is considered by the Court that said Joshua
recover against said Joshua twelve pounds Lawful
money Damages & Costs taxed at ten pounds two
Shillings & one penny *Excep Nov 21st 1785*

Dew
vs
Faylor

Individual Day of West Springfield in our
County of Hampshire Yeoman Plffs William Faylor
of Southampten in said County Yeoman Deft Ina
plea x c. as of record heretofore the Deft being now
three times publicly called to come into Court
maimes Default of Appearance here the Plffs Nonsum
& the action dismissed

Allen
vs
Allen Exr
138

John Allen of Greensfield in our County
of Hampshire Yeoman Plffs Jones Stambrope of
said Greensfield Husbandman & Mary his wife
Executors of the last will & testament of Mors
Allen of said Greensfield Deceased & in said Capacity
Deft Inasplea x c. as of record heretofore the Defts
being now three times publicly called to come
into Court maimes Default of Appearance here
thereupon it is considered by the Court that said
John recover against said Jones fourteen pounds
three Shillings & ten pence Damages & Costs taxed
at two pounds sixteen shillings & ten pence
Excep Nov 21st 1785

Ingersoll
vs
Graves
N^o 1

John Ingersoll of Walsfield in our County
of Hampshire Esqr Plffs Mors Graves Esqr of
Pittsfield in our County of Berkshire Gentle Deft Ina
plea of trespass on the Case for that said Mors at said
Walsfield on the last Day of June twenty hundred
twenty five in consideration that the said John had before
that time at the request of said Mors who delivered him
two good Green Wares & purchased upon himself
to said John promised to pay him so much money as the
said Green Wares were worth & the said John in fact says that
the Good Wares were worth the sum of eight pounds
Lawful money of which the said Mors had notice &
also for that the said Mors at said Walsfield on the same
last Day of June was justly indebted to said John in the sum
of six pounds & six shillings for other Good Wares & merchandise
in consideration thereof the said Mors promised to pay the
same on demand yet said Mors tho requested never paid
the same to the demand of said John twelve pounds the
Plff now appears by Theodore Lidwicks Esqr & moves
for a Continuance of this Case untill next Term without
Costs thereupon it is considered by the Court that said
John have Day here untill the second Tuesday of February
next

And Whitney of Westfield in our County of Hampshire Gent^l
 Plff^r & benes^r Miller of West Springfield in said County
 Greenman Def^t Inexp^t of the Case for that said Ebenezer
 said Westfield on the fourteenth Day of August seventeen
 hundred eighty four by his V^ote promised said Abel to
 pay him twelve pounds ten shillings & eight pence or
 Demand with Interest yet said Ebenezer tho requested never
 paid the same to the Damage of said Abel twenty pounds
 the parties now severally appear & agree to continue
 this Case untill next term thereupon it is considered by
 the Court that said parties have Day here untill the
 second Tuesday of February next

38
 207
 Whitney
 Miller
 V2

John Cooley of Granville in our County of
 Hampshire Greenman Plff^r Timothy Woolworth of said
 Granville Greenman Def^t Inexp^t of the Case for that
 said Timothy at said Granville on the twenty eighth day
 of June last by his V^ote promised said John to pay
 him Eight pounds Lawful money on Demand with
 Interest yet said Timothy tho often requested never
 paid the same to the Damage of said John fifteen pounds
 the Def^t being now three times publicly called to
 come into Court makes Default of appearance here
 thereupon it is considered by the Court that said
 John recover against said Timothy Eight pounds
 three shillings & nine pence Damages & Costs taxed
 at one pound ten shillings & six pence Whereupon
 the said Timothy by John Phelps Gent comes into
 Court & appeals from the Judgment of this Court
 to the Supreme Judicial Court holden at Northampton
 in & for our County of Hampshire the last Tuesday
 of April next & he recognises with Sureties as the
 Law Directs for the said Timothy prosecuting his
 said Appeal with effect as by said Recognizance on
 file appears

Cooley
 of
 Woolworth
 V3

Samuel Fowler of Westfield in our County
 of Hampshire Gentlemen Plff^r Henry Hayes of
 Southwick in said County Greenman Def^t Inexp^t of the Case for that said Hayes at said Westfield on
 the twenty sixth Day of December last by his V^ote
 promised said Samuel to pay him seven pounds
 ten shillings & eight pence on Demand with interest
 yet said Hayes tho often requested never paid the
 same to the Damage of said Samuel twelve pounds
 the Def^t being now three times publicly called
 to come into Court makes Default of appearance
 here thereupon it is considered by the Court that
 said Samuel recover against said Hayes seven pounds
 seventeen shillings & nine pence Damages & Costs taxed
 at one pound six shillings & ten pence

Fowler
 Hayes
 V5

Ex^o in Nov^r 14th 1785

Day
for
Filletson
(V^o 6)

Timothy Day of West Springfield in our County of
Hampshire vs. Jonathan Filletson of
Greenwich in said County of Hampshire Defendant
The said Jonathan renders to said Timothy six pounds,
one shilling & seven pence which to him he owes & from
him unjustly detains & whereon the said Timothy says
that at our Court of Common Pleas holden at Springfield
within & for our County of Hampshire on the second
Tuesday of November Seventeen hundred eighty three
received Judgment against said Jonathan four pounds,
sixteen shillings & three pence Damages & Costs
of suit taxed at twenty five shillings & four pence
as by the record of the same Court appears which
Judgment remains in full force. - Altho the said
Timothy has paid out our Writ of Execution on said
Judgment yet the same hath long since been returned
wholly unsatisfied whereby action hath accrued to
the Pl^y. Nevertheless the said Jonathan the
often requested never paid the same to the Damage
of said Timothy fifteen pounds. - The Def^t
now appears by John Phelps Gent^l his attorney &
counsel & defends the force & Injury says that he owes
the said Timothy nothing in manner & form as
the Pl^y has alleged & thereof puts himself on the
Country & the Pl^y appears by Samuel Fowler his
Attorney & renouncing to himself Liberty to alter his
plea on the trial of the appeal & says that the plea
above pleaded by the said Jonathan & the matters
therein contained is in insufficient. In answer to his
Declaration & whereof he prays Judgment that his
Damages & Costs may be allowed him & the Def^t
consenting to the above renunciation says that it is
sufficient thereupon all & singular the premises being
now seen & fully understood by the Court it is
considered that the plea above pleaded by the said
Jonathan is sufficient answer in Law & that the said
Timothy ought not to receive any thing upon his
plea aforesaid but for his boundless Claims he see
in there it is likewise considered that said Jonathan
recover against said Timothy his Costs taxed at
Eighteen shillings whereupon the said Timothy
by Samuel Fowler his attorney appeals from the
Judgment of this Court to the Supreme Judicial
Court holden at Northampton in & for our County
of Hampshire the last Tuesday of April next & he
recognizes with Sureties as the Law directs for said
Timothy preventing his appeal with effect as
by said Recognizance on file appears ()

James Bull of Marston in our County of Hampshire
 German Miller & Martin Stevens of Basingstoke in said County
 husbandmen & Thomas Knight of Winchester in our
 County of Worcester Gentlemen Left Ingle of the Case
 for that said Martin & Thomas a writ Springfield on the
 fourteenth Day of March last by their vote promised
 said James to pay him thirty five pounds Lawful
 money and costs with Interest. Yet said Martin & Thomas
 the often requested have not paid the same to the Damage
 of said James fifty pounds the Dfts being now three times
 publicly called to come into Court in answer default of
 appearance here thereupon it is considered by the
 Court that said James recover against said Martin
 & Thomas thirty six pounds eight shillings Damage
 & costs taxed at two pounds fourteen shillings & ten
 pence. Whereupon the said Martin & Thomas
 now appear by John Charter Williams Esq^r & appeal
 from the Judgment of this Court to the Supreme
 Judicial Court holden at Northampton & for
 our County of Hampshire the next Tuesday of
 April next & he recognises with Summaries at the Law
 Directs for said Martin & Thomas prosecuting
 this appeal with Effectors by said Recognizance on
 file appears

35
 Bull
 or
 Stevens
 v
 James

Hemmerk Gilbert of Berchfield in our
 County of Worcester widow Myer Aaron Abbot of
 Greenwich in our County of Hampshire German
 Dft Ingle of the Case for that said Aaron at
 said Greenwich on the fourteenth Day of March
 seventeen hundred eighty three by his vote promised
 the My to pay her four pounds eight shillings
 Silver money and costs with Interest. Yet said
 Aaron the often requested never paid the same
 to the Damage of said Hemmerk ten pounds the
 Dft being now three times publicly called to come
 into Court in answer default of appearance here
 thereupon it is considered by the Court that said
 Hemmerk recover against said Aaron five pounds
 thirteen shillings & eight pence Damages & costs
 taxed at one pound sixteen shillings & six pence

Gilbert
 vs
 Abbot
 v
 8

Hampshire To The Sheriff of our County of Worcester
 on his Deputy greeting Sheweth Joshua Peckwith
 of Palmer in our County of Hampshire husbandman
 before our Justices of our Court of Common Pleas
 holden at Springfield in our County of Hampshire
 on the third Tuesday of May last by the Consideration
 of our said Justices recovered Judgment against
 Jeremiah Bortles of Sweney in the County of Cheshire
 & State of New Hampshire German the sum of three
 pounds sixteen shillings & four pence Damages & also
 six pounds & four pence for Costs of Suit whereof the
 said Jeremiah's Concoit & whereas the said Jeremiah
 Nicholas French of Alxbridge in our County of Worcester
 German on the twenty fifth Day of November next
 been summoned Eighty four at Alxbridge by their bond
 of their Debt signed & sealed with the seals of the said
 Nicholas & Jeremiah in Court to be produced & borne
 themselves to William Greenleaf Esq^r Sheriff of the
 same County of Worcester in the sum of thirty pounds
 Lawful money on this Condition (to wit) that the
 said Jeremiah Bortles should appear at the then
 next Court of Common Pleas holden at Northampton
 in our County of Hampshire on the second
 Tuesday of February then next to answer the group

Peckwith
 vs
 French
 v
 9

of the said Joshua by a writ bearing date the twenty
second of the same November to be heard & tried at said
Court & to abide the final Judgment thereon & in the
said Willebrandt's action was entered at a certain
Court holden at said Northampton & continued by
order of said Court to the then next Court of Common
Pleas, at which same Court Judgment was recovered
against said Jeremiah for the aforesaid Damages
& Costs & thereupon our writ of Execution issued
directed to the Sheriff of the County of Worcester &
return thereof duly made by John King Deputy
Sheriff that the same was altogether unsatisfied
Whereof the said Joshua has supplicated us to provide
a remedy in this behalf Now to the end that Justice
may be done we commend you that you make
known to the said Jeremiah & Nicholas if they may
be found in your precinct that they be before our
Justices of our Court of Common Pleas holden at
Springfield in & for our County of Hampshire the second
Tuesday of November next to shew Cause if any thing
wherefore the said Joshua ought not to have Execution
against them the said Jeremiah & Nicholas for the
Damages & Costs & the interest thereof & costs of this
Suit & further to do & receive that which our said
Court shall then & there consider & The said
Nicholas on whom service alone was made being three
times publicly called to come into Court & making
Default of appearance here thereupon it is considered
by the Court that said Ex Execution issue against
said Nicholas ten pounds three shillings & eleven
pence Damages & Costs taxed at one pound
eighteen shillings & two pence Ex^{is} Nov^r 16th 1785

Thendall
vs
Frank
No 10

Hampshire To the Sheriff of our County of Worcester
or Deputy greeting Whereas James Thendall of
Sudlow in our County of Hampshire Yeoman Off
before our Justices of our Court of Common Pleas
holden at Springfield in & for our County of Hampshire
on the third Tuesday of May last by the consideration
of our said Justices recovered Judgment against Jeremiah
Butler of Sudbury in the County of Cheshire & State
of New Hampshire Yeoman for the sum of ten pounds four
shillings & four pence Damages & also eight pounds
seventeen shillings & ten pence for Costs of Suit whereof the
said Jeremiah is convicted & Whereas the said Jeremiah &
Nicholas both of Uxbridge in our County of Worcester
Yeomen on the twenty fifth day of November next
hundred eighty four at said Uxbridge by their bond of
that Date by them signed & sealed bound themselves to
William Greene of Ex^r Sheriff of said County of
Worcester in the sum of thirty pounds Lawful money
(to wit) that the said Jeremiah should appear at the
then next Court of Common Pleas to be holden at
Northampton in & for said County of Hampshire on
the second Tuesday of February then next to answer the
process of the said James by a writ bearing date the
twenty second day of the same November to be heard &
tried at said Court & to abide the final Judgment thereon
which same action was entered at said Court & then
continued to the next Court of Common Pleas on the
third Tuesday of May then next by order of Court
at which same Court Judgment was recovered against
said Jeremiah for the Damages & Costs aforesaid & thereupon
our writ of Execution issued in due form of Law & return

July made by John Shing a deputy sheriff of the same
County of Worcester which was returned altogether unsatisfied
as to the appearance of record thereof the said James has
supplanted us to provide him a remedy in this behalf
to the end that Justice may be done we command you make
known to the said Jeremiah Nicholas that they be before our
Justices of our Court of Common Pleas holden at Spring
field in & for our County of Hampshire the second Tuesday
of November next to shew Cause if any they have why the
said James ought not to have Execution against them for
Damages & Costs aforesaid & Costs of this Suit & further
to do & receive what our said Court shall consider convenient
therein The said Nicholas on whom Service alone was
made being now three times publicly called to come
into Court makes Default of appearance here thereupon
it is considered by the Court that Execution against
said Nicholas for the sum of Nineteen pounds &
fifteen shillings Damages & Costs taxed at one pound
sixteen shillings & eight pence Ex^{ip} Nov¹⁶ 1785

Hampshire to the Sheriff of our County of Hopkinton
Worcester or his Deputy greeting Whereas Ebenezer
Hopkinton of Nash's town in our County of Hampshire
Labourer before our Justices of our Court of Common
Pleas holden at Springfield in & for our County of
Hampshire on the third Tuesday of May last by the
consideration of our said Justices recovered Judgment
against Jeremiah Battles of Swanton in the County
of Cheshire & State of New Hampshire Common for the
sum of two pounds ten shillings & nine pence & lawful money
Damages & eleven pounds ten shillings & eleven pence for
Costs of suit whereof the said Jeremiah is convicted & whereas
the said Jeremiah & Nicholas Smith of Uxbridge in our
County of Worcester on the twenty fifth day of
November fourteen hundred eighty four at Uxbridge
by their Writ by them signed & sealed bound themselves
to William Greenleaf Esq^r Sheriff of the same County
in the sum of thirty six pounds & lawful money on this
Condition to wit that the said Jeremiah should appear
at the then next Court of Common Pleas holden at North
ampton in & for our County of Hampshire on the second
Tuesday of February then next to answer the process of the
said Ebenezer commenced by a Writ bearing Date the
twenty second Day of the same November to be heard
& tried & to abide the final Judgment which same Action
was entered at our said Court of Common Pleas & continued
by order of Court to the then next Court of Common
Pleas at which same Court said Ebenezer recovered Judgment
for the Costs & Damages aforesaid thereupon our Writ of
Execution issued in due form of Law & returned thereof duly
made by John Shing a deputy Sheriff of the same County
of Worcester altogether unsatisfied Now to the end that
Justice may be done we command you that you make
known to the said Nicholas & Jeremiah that they be before
our Justices of our Court of Common Pleas to be holden at
Springfield in & for our County of Hampshire on the second
Tuesday of November next to shew Cause if any they have
why Execution should not issue against them for the
Damages & Costs aforesaid & Costs of this Suit & further
to do & receive what our said Court shall there & there
consider the said Nicholas on whom Service alone
was made being now three times publicly called
to come into Court makes Default of appearance
here thereupon it is considered by the Court that
Execution issue against said Nicholas for the sum
of eleven pounds nine shillings & nine pence Damages &
Costs taxed at one pound nineteen shillings & eight
pence D D D D Ex^{ip} Nov¹⁶ 1785

Moore
53
Treach
N^o 12

Hampshire p. 507 To the Sheriff of our County of
Worcester or Deputy Greeting Wheras David Moore
Sum of Sulmer in our County of Hampshire Labours
before our Justices of our Court of Common Pleas
holden at Springfield in & for our County of Hampshire
on the third Tuesday of May last by the Consideration
of our Justices recovered Judgment against Jeremiah Bettes
of Sudbury in the County of Cheshire & State of New
Hampshire Yeoman for the Sum of twenty eight pounds
twelve shillings & five pence Damages & Eight pence
& one shilling for Costs of Suit Marked of the said Jeremiah
is Convict & whereas said Jeremiah & Nicholas Treach
of Abbridge in our County of Worcester Yeomen on
the twenty fifth day of November sixteen hundred
eighty four at said Abbridge by their Bond by them
signed & sealed bound themselves to William Greenleaf
Esq^r Sheriff of the same County in the sum of eighty
pounds lawful money on this Condition (to wit) That
the said Jeremiah should appear at the then
next Court of Common Pleas holden at Northampton
on the second Tuesday of ^{February} ~~November~~ next to answer a
process of the said David commenced by writ bearing date
the twenty second Day of the same November to be
heard & tried at said Court & to abide the final Judgment
thereon which same Action was entered at said Court
& by order of Court continued untill the then next
Court of Common Pleas - at which same Court the
said David recovered Judgment against said Jeremiah
for the Damages & Costs aforesaid & thereupon
our Writ of Execution issued in due form of Law &
return thereof duly made by John King Deputy
Sheriff at together unnotified - 55) Now to the
end that Justice may be done we commend you that
you make known unto the said Jeremiah & Nicholas
if they may be found in your precinct that they be
before our Justices of our Court of Common Pleas to be
holden at Springfield in & for our County of Hampshire
the second Tuesday of November next to shew Cause
if any they have why Execution shall not issue against
them for the Damages & Costs aforesaid & Costs of
this Suit & further to do & receive that which our said
Court shall then & there consider - The said
Nicholas on whom Service alone was made being now
three times publicly called to come into Court makes
Default of appearance here thereupon it is considered
by the Court that Execution issue against said
Nicholas for the sum of thirty seven pounds sixteen
Shillings & nine pence Damages & Costs of Suit
one pound Eighteen shillings & two pence

Ex^{ist} Nov 16th 1786

Hampshire to the Sheriff of our County of Worcester
or his Deputy Greeting in Whence Jonathan Sherer
& David Sherer both of Palmer in our County of Hampshire
husbandmen before our Justices of our Court of Common
Pleas holden at Springfield in & for our County of
Hampshire on the third Sunday of May last
recovered Judgment against Jeremiah Battles of
Swenney in the County of Gloucestre & State of Newhamp
shire by reason for the sum of twenty six pounds
lawful money Damages eight pounds eleven shillings
seven pence for Costs of Suit whereof the said Jeremiah
is Convict & whereas the said Jeremiah & Nicholas
Trask of Uxbridge in our County of Worcester & Common
on the twenty fifth Day of November next to answer
hundred eighty four at said Uxbridge by their bond
by them signed & sealed bound themselves to
William Greenleaf Esq. in the sum of fifty pounds
lawful money on this Condition (to wit) that said
Jeremiah should appear at the then next Court
of Common Pleas holden at Northampton
on the second Sunday of ~~November~~^{February} next to answer
to a process of the said Jonathan & David against
by a writ bearing Date the twenty second Day of
the same November to be heard & tried at said
Court & to abide the final Judgment thereon
which same Action was entered at said Court & by
order of Court continued untill the then next
Court of Common Pleas at which same Court
the said David & Jonathan recovered Judgment
against said Jeremiah for the Damages &
Costs aforesaid & thereupon our Writ of Execution
issued in due form of Law & return thereof
duly made by John King Deputy Sheriff
altogether unsatisfied & Now to the end
that Justice may be done we command you
that you make known to the said Nicholas
& Jeremiah if they may be found that they
be before our Justices of our Court of Common
Pleas to be holden at Springfield in & for our
County of Hampshire the second Sunday
of November next to show Cause if any they
have why Execution should not issue against
them for the Damages & Costs aforesaid &
Costs of this Suit & further to do & receive that
which our said Court shall then & there consider
The said Nicholas on whom service alone was
made being now three times publicly called to
come into Court notwithstanding of appearance
there the Court is considered by the Court that
said Execution issue against said Nicholas
thirty five pounds & fourteen shillings Damages
& Costs taxed at one pound eighteen shillings
& two pence

Ex ip Nov: 16th 1785

Jones

Trunks

(N^o 11)

Hampshire to the Sheriff of our County of
Worcester or his Deputy greeting Whereas Thomas
Jones of Northampton in our County of Hampshire
doth claim before our Justices of our Court of Common
Pleas holden at Springfield in & for our County of
Hampshire on the third tuesday of May last
by the consideration of our Justices of our Court
Judgment against Jeremiah Daulton of Acemey in
the County of Cheshire & State of New Hampshire
Yeomen for the sum of five pounds thirteen shillings
& one penny Lawful money Damage eight pounds
fourteen shillings & eleven pence for Costs of Suit & hereof
the said Jeremiah is Committed & whereas the said
Jeremiah & Nicholas Trunk of Uxbridge in our
County of Worcester Yeomen on the twenty fifth day
of November seventeenth hundred eighty four to wit at
said Uxbridge by their Come by them signed & sealed
bound themselves to William Greenleaf Esq^r Sheriff
of our County of Worcester in the sum of thirty pounds
Lawful money on this Condition - to wit - that the said
Jeremiah should appear at the then next Court of Common
Pleas to be holden at Northampton in & for our County
of Hampshire to answer the process of the said Thomas
commenced by a Writ bearing Date the twenty second
Day of the same Month & to abide the final Judgment
thereon. Which same Action was entered at said Court
& then by order of Court was continued to the then
next Court of Common Pleas at which same last mentioned
Court Judgment was recovered against said Jeremiah
for the Damages & Costs aforesaid & thereupon our
Writ of Execution issued in due form of Law & return
thereof duly made by John King a Deputy Sheriff
of said County of Worcester altogether unsatisfied
as to our appears of record & Now to the end that
Justice may be done we command you that you make
known to the said Jeremiah & Nicholas that they
be before our Justices of our Court of Common
Pleas holden at Springfield in & for our County of
Hampshire on the second tuesday of November next
to shew Cause if any they have why the said Thomas
ought not to have Execution against them for the
Damages & Costs aforesaid & Costs of this Suit & further
to do & receive that which our said Court shall then &
there consider & the said Nicholas on whose
Service alone was made being now three times publicly
called to come into Court in default of
Appearance here thereupon it is considered by the
Court that said Thomas recover against said
Nicholas fourteen pounds & eighteen shillings Damages
& Costs taxed at one pound thirteen shillings & eight
pence (5 5 5 5) Ex^{ist} Nov^r 11th 1784

Hampshire to the Sheriff of our County of Worcester
or his Deputy greeting or whereas Nobel Dargg of the
chertown in our County of Hampshire was man before
our Justice of our Court of Common Pleas holden at
Springfield in & for our County of Hampshire on
the third Sunday of May last by the consideration
of our said Justice recovered Judgment against the said
Nobel of Damages in the County of Cheshire &
County of Northamptonshire for the sum of
five pounds Lawful money Damages & costs six pounds
ten shillings & eleven pence & the said Nobell
the said Nobell is convicted & whereas the said
County of Worcester was man on the twenty fifth
day of November next hundred eighty four
at said Weobridge by their Dooms by their signed &
Sealed Court themselves to William Greenleaf Esq.
Sheriff of the same County of Worcester in the sum
of forty pounds Lawful money in the sum
to wit that the said Nobell should appear at
the then next Court of Common Pleas to be holden
at Northampton in & for our County of Hampshire
by or with bearing Date the twenty second day of the
month of November & to abide the final Judgment
thereof & which same Action was entered at
said Court & then by order of Court was continued
to the then next Court of Common Pleas at
which same last mentioned Court Judgment
was recovered against said Nobell for the
sum of five pounds & costs six pounds & the same was
return thereof duly made by John King Deputy
Sheriff of said County of Worcester & the said
Nobel appeared at the said Court of record & it was
ordered that Justice may be done we commend
the said Nobell that they be before our Justice of
our Court of Common Pleas holden at Spring
field in & for our County of Hampshire the next
Sunday of November next to shew Cause if any
against them & for the Damages & Costs aforesaid
& further to execute the same which our said Court
shall think there consider &c. The said Nobell
on whom service alone was made being now three
times publicly called to come into Court
making default & appearance here therefore
it is considered by the Court that said Nobell
recover against said Nobell thirty two pounds
twelve shillings & three pence Damages & Costs
for the sum of nineteen shillings & eight
pence 1858 0 78 8 Ex. if Nov 16th/55

Dargg
Strach
N 15

I certify that the within is a true and correct copy of the
 original as it lies in the Court of Common Pleas for the County
 of Hampshire. Witness my hand and seal of Office at
 the City of Winchester this 10th day of June 1772.
 John G. Esq. Clerk of the Court of Common Pleas for the County
 of Hampshire.

Timothy Horton of West Springfield in our County
of Hampshire Physician M^r. Elihu Day of said
West Springfield Gent^l Def^t In a plea of the Case for
that said Elihu on the twentieth Day of August
seventeen hundred eighty four by his Note promised
the M^r by the penne of Doctor Timothy Cooper
to pay him ~~twelve~~ pounds twelve shillings & five
pence on demand with interest also for that said
Elihu on the same Day was justly indebted to the
M^r in the afore said sum of ten pounds twelve shillings
& five pence - Yet said Elihu tho' often requested
never paid the same to the Damage of said Timothy
fifteen pence the Def^t being now three times
publicly called to come into Court neither Default
of appearance here thereupon it is considered by
the Court that said Timothy recover against said
Elihu Eleven pounds eight shillings & three pence
Damages & Costs taxed at one pound two shillings
& eleven pence - - - Ex^o ip^o Nov^r 15th 1785

30
Horton
vs
Day
N^o 17

Charles Sigourney of Boston in our County
of Suffolk Merchant M^r for Abel Whitney & Paul
Whitney both of Westfield in our County of Hampshire
Gent^l Def^t In a plea of the Case for that Paul & Abel
on the tenth Day of April seventeen hundred eighty
four by their Note promised said Charles to pay
him on order on demand one hundred & fourteen
pounds six shillings & seven pence with interest yet
said Paul & Abel tho' requested never paid the same
to the Damage of said Charles ninety pounds
the Def^t now appears by Samuel Fowler Gent^l & Confess
Judgment for the sum of thirty two pounds five shillings
& four pence Damages & Costs taxed at two pounds
fifteen shillings & six pence thereupon it is considered
by the Court that said Charles recover against
said Paul & Abel the afore said sum - Whereupon
the said Samuel Fowler appeals from the Judgment
of this Court to the Supreme Judicial Court holden
at Northampton in a forens Court of Hampshire
the last Tuesday of April next & he recognises
with Sureties in the Law Directly for said Paul &
Abel prosecuting their appeal with effect as by said
Recognizance on file appears - - -

Sigourney
vs
Whitney
N^o 18

Caleb Cooley of Longmeadow in our County
of Hampshire Yeoman M^r for Israel Dwyer of Westfield
in our County of Hampshire Yeoman & Noble Dwyer
of West Springfield in said County Yeoman Def^t In a plea
of the Case for that said Israel & Noble on the
twentieth Day of August seventeen hundred
eighty four by their Note promised the M^r to pay him
twenty four pounds lawful money by the last Day
of September then next Yet said Israel & Noble tho'
often requested never paid the same to the Damage
of said Caleb twenty four pounds the Def^t being now
three times publicly called to come into Court making
Default of appearance here thereupon it is considered
by the Court that said Caleb recover against said
Israel & Noble Nineteen pounds eight shillings & eight pence
Damages & Costs taxed at one pound six shillings &
eight pence - - - Ex^o ip^o Nov^r 15th 1785

Cooley
vs
Dwyer
N^o 19

Ashley
or
Partus
N^o 20

David Ashley of West Springfield in our County of
Hampshire Gent^l Plff^r vs Nathan Partus of said Middlesex
County Deft In a piece of the Case for the said
Nathan et al vs said Ashley on the twentieth Day
of January last by his Note promised the Plff^r to
pay him four pounds by the first Day of June then
next with Interest Yet said Nathan tho' often
requested never paid the same to the Damage of said
David six pounds Debt being now three times publicly
called to come into Court makes Default of
of Appearance here thereupon it is considered
by the Court that said David recover against
said Nathan four pounds & four shillings & nine
pence & Costs taxed at one pound five shillings & nine
pence Whereupon the said Nathan now comes into
Court by John Phelps Gent^l his atty & appeals
from the Judgment of this Court to the Supreme
Judicial Court holden at Northampton in & for our
County of Hampshire the last Tuesday of April
next & he recognises with Sureties at the Law
Directs for the said Nathan prosecuting his said
Appeal with effect as by said Recognizance on file
appears &c

Wilmington
or
Page
N^o 21

Samuel Wilmington of Waterbury in our
County of Middlesex Inholder Plff^r vs Abraham Page
& Abraham Page Jun^r of Southwick
in our County of Hampshire Defts In a piece of the
Case for that said Abraham & Abraham Jun^r et al vs
Southwick on the twenty second Day of March last
by their Note promised one Samuel Howers to pay
him Eleven pounds ten shillings & six pence on
Demand with Interest & afterwards on the same Day
the same Day the said Howers by his Indorsement
said Note ordered the Contents then due to be paid
the Plff^r of which the said Abraham & Abraham
Jun^r had notice Yet said Abraham & Abraham
Jun^r tho' requested never paid the same to the
Damage of said Samuel fifteen pounds the Debt being
now three times publicly called to come into Court
makes Default of appearance here thereupon it is
considered by the Court that said Samuel recover
against said Abraham & Abraham Jun^r Eleven
pounds nineteen shillings & three pence & Damages &
Costs taxed at two pounds thirteen shillings & four
pence Whereupon said Abraham & Abraham Jun^r
~~tho' requested never paid~~ by John Phelps Gent^l &
appeals from the Judgment of this Court to the
Supreme Judicial Court holden at Northampton in &
for our County of Hampshire the last Tuesday of
April next & he recognises with Sureties at the Law
Directs for said Abraham & Abraham Jun^r
prosecuting their said Appeal with effect as by said
Recognizance on file appears &c

Samuel Parkmann of Boston in our County of Suffolk
Merchant vs John Fowler Jun^r of Westfield in our
County of Hampshire Yeoman & Defendant of the Case
for that said John at said Boston on the twenty three
Day of March seventeenthundred eighty four by his
Note promised said Samuel to pay him twelve pounds
two shillings on demand with interest yet said John
tho often requested never paid the same to the Damage
of said Samuel fifteen pounds the Debt being now
three times publicly called to come into Court neither
Default of Appearance here thereupon it is considered
by the Court that said Samuel recover against said
John thirteen pounds fourteen shillings & two pence
Damages & Costs taxed at two pounds thirteen shillings
& four pence Whereupon said John now appears by
John Phelps Gent & appeals from the Judgment of this
Court to the Supreme Judicial Court holden at
Northampton in & for our County of Hampshire
& he recognises with Sureties as the Law directs for
said Fowler prosecuting his said appeal with effect as
by said Recognizance on file appears

40
201
Per Annon
vs
Fowler
N^o 22

Breastrect Tyler of Millington in the
County of Hartford & State of Connecticut Yeoman
vs Israel Jones of Primfield in our County of
Hampshire Yeoman & Defendant of the Case for that
said Breastrect at said Millington at said Primfield on the
tenth Day of November seventeenthundred eighty by
his Note promised said Tyler to pay him nineteen
pounds six shillings by the first Day of October next
yet said Israel tho often requested never paid the same
to the Damage of said Breastrect thirty pounds the
Debt being now three times publicly called to come
into Court neither Default of Appearance thereupon
it is considered by the Court that said Breastrect
recover against said Israel twenty pounds two
shillings & six pence Damages & Costs taxed at
one pound twelve shillings & ten pence Whereupon the
said Israel by Dwight Foster Esq^r comes into Court
& appeals from the Judgment of this Court to the
Supreme Judicial Court holden at Northampton in
& for our County of Hampshire the last Tuesday
of April next & he recognises with Sureties as the
Law directs for said Israel prosecuting his said
appeal with effect as by said Recognizance on
file appears

Tyler
vs
Jones
N^o 23

Burt
vs
Northgate
N^o 24
807

Abel Burt of Brimfield in our County of Hampshire
Debt Pl^o for Nathaniel Clark Gent^l & William Clark
brother both of Dudley in our County of Worcester Debt
Pl^o of the Case for that said Nathaniel & William at
said Brimfield on the fifteenth Day of August last
by their Note promised one John Burt to pay him
Nine pounds fourteen shillings & five pence Indemni-
with Interest & afterwards the said John by his
Indorsement on said Note ordered the Contents then
due to be paid the Pl^o of which the said Nathaniel &
William have Notice yet said Nathaniel & William
tho' requested never paid the same to the damage of
said Abel Eighteen pounds the Debt being now three
times publickly called to come into Court neither
Default of appearance here thereupon it is considered
by the Court that said Abel recover against said
Nathaniel & William Nine pounds fourteen shillings
& four pence Damages & Costs taxed at one pound
nineteen shillings & ten pence Whereupon the Debt
now appear by Dwight Foster Esq^r & appeal from the
Judgment of this Court that to the Supreme
Judicial Court holden at Northampton in & for our
County of Hampshire the next Tuesday of August
April next & he recognizes with sureties in the
Law direct for said Nathaniel & William to pay
any their said Appeal with effect as by said
Recognizance on file appears

Danielson
vs
Merriha
N^o 25

Timothy Danielson of Brimfield in our
County of Hampshire Esq^r Pl^o for Benjamin
Merriha of said Brimfield Yeoman Debt Pl^o after
of the Case for that said Benjamin at said Brimfield
on the twenty second Day of August twenty
hundred eighty two by his Note promised said
Timothy to pay him sixteen pounds four shillings
& eight pence Lawful money Indemni with Interest
& also for that said Benjamin at said Brimfield
on the first Day of September last being indebted
to said Timothy in the sum of two shillings & five pence
for two pounds of Sugar before that time sold & delivered
yet said Benjamin tho' often requested never paid
the same to the Damage of said Timothy thirty pounds
the parties appear & agree to have this Case continued
untill next term & then Judgment to be given thereupon
it is considered by the Court that said Danielson have
Day here untill the next Tuesday of February
next

James Blackfield of Brimfield in our County of
Hampshire husbandman Plff vs Solomon Jones of Hallow
in our County of Hampshire Clothier Deft In a plea of
the Case for that said Solomon at said Brimfield on
the fourth day of October seventeen hundred eighty four
by his Note promised said Jones to pay him four
pounds ten shillings to be paid in the month of January next
said Solomon tho' often requested never paid the same
to the Damage of said Jones ten pounds the Deft
being now three times publicly called to come into
Court making default of appearance here thereupon
it is considered by the Court that said Jones
recover against said Solomon four pounds fifteen
shillings & ten pence Damages & Costs taxed at one
pound twelve shillings & four pence Expise Northampton

41
Blackfield
vs
Jones
N^o 26

Elisha Johnson of Bretnge in our County
of Hampshire husbandman Plff vs Isaac Bullard of
the same Bretnge husbandman Deft In a plea of
the Case for that said on the twenty third day of
October seventeen hundred eighty four by his Note
promised one John Cutting to pay him or his order
five pounds Lawful money in seven months from
the Date of said Note with interest & after ward
the said John on the same day by his endorsement
on said Note ordered the contents of said Note then
due to be paid the Plff of which the said Isaac
had Notice yet said Isaac tho' often requested never
paid the same to the Damage of said Elisha twelve
pounds the parties appear before me to have this
Case continued untill next term & their judgment
to be final thereupon it is considered by the Court
that said parties have Lay here untill the second
tuesday of February next

Johnson
vs
Bullard
N^o 27
507

Josiah Willard of Thene in the County of
Cheeshire & State of New Hampshire Gentleman Plff
vs Daniel Eastabrook of Puttendon in our County of
Worcester husbandman Deft In a plea of the Case
for that said Daniel on the twenty ninth day of
September seventeen hundred eighty four by his
Note promised said Josiah to pay him nineteen
pounds thirteen shillings & seven pence by the first
day of April then next with interest yet said Daniel
tho' requested never paid the same to the Damage
of said Josiah thirty pounds the Deft being now
three times publicly called to come into Court
making default of appearance here thereupon
it is considered by the Court that said Josiah
recover against said Daniel the sum of
Damages & Costs taxed

Willard
vs
Eastabrook
N^o 28

Easton or
Hemlington
N 29
Arthure Easton of Westminster in the County of
Middlesex & State of Vermont Governor Messrs William
Hemlington of Greenfield in our County of Hampshire
Complainer Deft Insuperior of the Case for that
William at said Greenfield on the first day of March
seventeen hundred Eighty two by his Note promise
said Easton to pay him & deliver him fifty bushels of
good merchantable wheat by the first day of
September then next & the Messrs that it was
of the value of five pounds Lawful money Yet said
William tho' often requested never paid the same to the
Damage of said Arthure ten pounds the Deft being
now three times publicly called to come into Court
making default of appearance here thereupon it is
considered by the Court that said Arthure recover
against said William five pounds & nineteen shillings
Denier & Costs taxed at two pounds three shillings
Eight pence
Ex ipso Nov^r 17th 1785

Miller
or
Wells
N 30

William Turner Miller of Warren in the
County of Bristol & State of Rhode Island Esq^r
Messrs Agrippa Wells of Leyden in our County
of Hampshire Gentlemen Deft Insuperior of
Gentlemen wherein he demurs against the said
Agrippa a certain Lot with a dwelling house thereon
lying in Leyden & bounded as follows North by
Thomas Mills lands East by David Dickinsons
Land south by said Agrippas Land & West on
Lots belonging to said Agrippa together with the
Appurtenances says that the said Agrippa at
Springfield on the nineteenth day of October seventeen
hundred Eighty two by his deed that date conveyed
the aforesaid Messuage & area & good absolute estate of
Inheritance in fee simple forever by writing whereafter
said William became seized of said Messuage & area
to hold the same Yet said Agrippa has illegally &
without Judgment entered therein & deprived the
said William thereof & unjustly held him out to
the Damage of said William one hundred pounds
It is now ordered & considered by the Court that the
said William recover against said Agrippa the
Seisin & possession of the Messuage & area of the above
described unless in two months the said Agrippa
pay said William forty nine pounds three
shillings & six pence Denier & Costs of this Suit
taxed at one pound nineteen shillings & eight pence
Whereupon the said Agrippa by Gule Strong
Esq^r now comes into Court & appeals from the
Judgment of this Court to the Supreme Judicial
Court holden at Northampton for our County
of Hampshire the last Tuesday of April next & he
recognizes with sureties in the Law directed for said
Agrippa preventing his said appeal with effect
by said Recognizance on file appears

James Blodgett late of Monson in our County of Hampshire
 Gentlemen Mr. Dudley Wade late of Ludlow in said
 County of Hampshire Deft Inpleer of the Case for that said
 Dudley at said Springfield on the twenty second Day
 of January seventeen hundred eighty one by his Note
 promised said James to pay him forty pounds lawful
 Interest the said Dudley says he has always been
 ready to receive said Articles yet said Dudley tho of
 ten requested never paid the same to the damage
 of said James fifty pounds the Deft being now
 three times publicly called to come into Court
 make Default of Appearance here thereupon it is
 considered by the Court that said James recover
 against said Dudley twenty six pounds ten shillings
 & four pence Damages & Costs taxed at one pound
 sixteen shillings & two pence Whereupon the said
 Dudley now comes into Court by Abner Aborgers
 Esqr & appeals from the Judgment of this Court to
 the Supreme Judicial Court holden at Northampton
 in & for our County of Hampshire the last Tuesday
 of April next & he recognises with Sureties on the
 said Defts for said Dudley prosecuting his said
 Appeal with effect whereby said Recognizance on file
 appears &c &c

12
 2550
 Prologed
 for
 Wade
 N^o 31
 2550

John Worthington of Springfield in our
 County of Hampshire Esqr Pl for Isaac Pease of
 said Springfield Deft Inpleer of the Case for
 said Isaac at said Springfield on the nineteenth
 Day of February seventeen hundred seventy three
 by his Note promised said John to pay him
 seventeen pounds two shillings & four pence
 on demand with Interest yet said Isaac tho often
 requested never paid the same to the damage of
 said John forty pounds the parties appear & agree
 to have this Case continued until next term
 thereupon it is considered by the Court that
 said parties have Day here until the second Tuesday
 of February next &c &c

Worthington
 vs
 Pease
 N^o 32

Isiah Strong of Northampton in our
 County of Hampshire Yeoman Pl for Ezra Phillips
 of Chesterfield in said County Yeoman exent & trustee
 of said Gorton late of Gorton in said County Yeoman
 an absconding Debtor Deft Inpleer of the Case for
 that said Gorton at said Gorton on the twenty fourth
 Day of April seventeen hundred eighty two by his
 Note promised said Isiah to pay him eight pounds
 & five shillings by the last day of October then next
 with interest yet said Gorton tho often requested never
 paid the same but has withdrawn himself out of
 this Commonwealth & sent a himself & his Goods & estate
 that they cannot be found to be attached to the
 damage of said Isiah twenty two pounds the said Ezra
 now appears by Isiah Strong Esqr & moves for
 a continuance of this Case until next term thereupon
 it is considered by the Court that said parties have
 Day here until the second Tuesday of February
 next &c &c

Strong
 vs
 Phillips
 N^o 33
 2550

Noble
or
Proctor
N^o 34
m

Matthew Noble of Westfield in our County of
Hampshire Gent^l Pl^r for Robert Proctor of Chester
in said County Yeoman Deft Inexplic^t of trespass on the Case for that said Robert at New Springfield
on the twenty fourth Day of March seventeen
hundred eighty three by his Note promised said
Matthew to pay him Six pounds nineteen
Shillings & nine pence on demand with Interest
Yet said Proctor tho^t often requested never paid
the same to the Damage of said Matthew nine
pounds The Deft being now three times publicly
called to come into Court in answer Default of appearance
here thereupon it is considered by the Court
that said Matthew recover against said Robert
Eight pounds one shilling & one penny Damages
& Costs taxed at one pound nine shillings & two
pence *DDDDDDDDDD* Ex^{ce} ip^s Novth 1785

Proot
or
Smith & al
N^o 35

Solomon Proot of Westfield in our County
of Hampshire Yeoman Pl^r for Abner Smith Jun^r
Yeoman & Daniel Smith Yeomen both of Chester in said
County Defts Inexplic^t of trespass on the Case for
that said Abner & Daniel at said Chester on the first
Day of January seventeen hundred eighty three
by their Note promised said Solomon to pay him
Twenty pounds lawful money within one Year
from the Date of said Note with Interest Yet said
Abner & Daniel tho^t often requested never paid the
same to the Damage of said Solomon seventy pounds
The Deft being now three times publicly called
to come into Court in answer Default of appearance
here thereupon it is considered by the Court that
said Solomon recover against said Abner & Daniel
forty seven pounds five shillings & ten pence Damages
& Costs taxed at one pound twelve shillings & ten
pence *DDDDDDDDDD* Ex^{ce} ip^s Novth 1785

Talcott
or
Tracy
N^o 36

Daniel Talcott of Hebron in the County
of Hartford & State of Conn^t Gent^l Yeoman Pl^r for
Jabez Tracy of Chester in our County of Hampshire
Yeoman Deft Inexplic^t of trespass on the Case for that
said Jabez at said Chester on the twenty Day of May last
by his Note promised said Daniel to pay him Eleven
pounds & two shillings in Connecticut Dollars (Notes)
at or before the Month of June then next & the Deft
avows that the same Notes as said were well worth the
sum of Eleven pounds & two shillings lawful money & that
he always has been ready to receive the same Yet said Jabez
tho^t requested never paid the same to the Damage of
said Daniel twelve pounds The parties appear & except to have
this Case continued until next Term then Judgment
to be final thereupon it is considered by the Court
that said parties have Day here until the second
Tuesday of February next *DD*

Daniel Noble of Westfield in our County of Hampshire
 his Honor the Judge of the Peace for the County of Hampshire
 said County do hereby certify that on the 15th day of
 December seventeen hundred eighty two by his Note
 promised said Daniel to pay him fifty two pounds
 thirteen shillings & six pence on Demand with Interest
 yet said Shadrach tho' often requested never paid the
 same to the Demand of said Daniel fifty pounds
 the Debt being now three times publicly called to come
 into Court makes Default of appearance here therefore
 it is considered by the Court that said Daniel recover
 against said Shadrach forty four pounds twelve
 shillings & six pence Damages & Costs taxed at one
 pound twelve shillings & nine pence Whereupon
 said Shadrach now comes into Court by Moses Church
 Gentry & appears from the Judgment of this Court
 to the Supreme Judicial Court holden at Northampton
 in & for our County of Hampshire the last Tuesday
 of April next & he recognises with sureties as the
 Law directs for said Shadrach prosecuting his said appeal
 with effect as by said Recognizance on file appears

153
 Noble
 or
 Noble
 N^o 37

Mary Anne Steel of the City & County of
 Hartford & the State of Connecticut vs Thomas
 Gillet of Greenville in our County of Hampshire
 his Honor the Judge of the Peace for the County of Hampshire
 said County do hereby certify that on the 24th day of April
 seventeen hundred eighty two by his Note promised said Mary Anne to pay or deliver her
 fifty bushels of good Wheat or other grain equivalent or best
 of sorts by the first day of November seventeen hundred
 eighty three & interest & the Flowers that said Wheat
 was of the value of six shillings per bushel & she always
 stood ready to receive the same yet said Thomas
 tho' often requested never paid the same to the
 Demand of said Mary Anne eighteen pounds the
 Debt being now three times publicly called to come
 into Court makes Default of appearance here therefore
 it is considered by the Court that said Mary Anne
 recover against said Thomas sixteen pounds
 sixteen shillings & six pence Damages & Costs
 taxed at one pound & four pence

Steel
 or
 Gillet
 N^o 38

Ex^{te} 2^d Nov^r 1786

Mary Anne Steel of the City & County of
 Hartford in the State of Connecticut vs Thomas
 Gillet of Greenville in our County of Hampshire
 his Honor the Judge of the Peace for the County of Hampshire
 said County do hereby certify that on the 24th day of April
 seventeen hundred eighty two by his Note promised the
 said Mary Anne to pay her fifty bushels of good Wheat or equivalent
 in other grain or sorts by the first day of November
 eight next & the Flowers that the said wheat was
 well worth six shillings per bushel & that she always
 stood ready to receive the same yet said Thomas tho'
 requested never paid or performed his said promise to
 the Demand of said Mary Anne eighteen pounds
 the Debt being now three times publicly called to come
 into Court makes Default of appearance here therefore
 it is considered by the Court that said Mary Anne
 recover against said Thomas fourteen pounds eight
 shillings & four pence Damages & Costs taxed at one
 pound seven shillings & ten pence Ex^{te} 2^d Nov^r 1789

Steel
 or
 Gillet
 N^o 39

Williams
vs
Wells
N 40
1785

Israel Williams Junr of Hatfield in our County of Hampshire
Gentleman vs Samuel Wells of said Hatfield Cordwainer
Deft Answer of the Case for that said Samuel on the
Eighth Day of March seventeen hundred eighty four
by his Note promised said Israel to pay him four
pounds sixteen shillings & eight pence on Demand with
Interest Yet said Samuel has never performed his said
promise but neglects it to the Damage of said Israel
Six pounds the Debt being now three times publicly
called to come into Court makes Default of Appearance
here thereupon it is considered by the Court that
said Israel recover against said Samuel five pounds
& one shilling Damages & Costs taxed at one pound
thirteen shillings & two pence Exp^{ts} Nov^r 30th 1785

Allis
vs
Wells
N 41

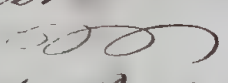
Elisha Allis of Williamsburgh in our
County of Hampshire Gentleman vs Samuel
Wells of Hatfield in said County Cordwainer Deft
Answer of the Case for that said Samuel on said
Hatfield on the twenty first Day of December seven
hundred eighty four by his Note promised said
Elisha to pay him four pounds fifteen shillings on
Demand with interest Yet said Samuel tho' often
requested never paid the sum to the Damage of said
Elisha six pounds the Debt being now three times
publicly called to come into Court makes Default
of appearance here thereupon it is considered by
the Court that said Elisha recover against said
Samuel the sum of
Damages & Costs taxed at one pound thirteen
shillings & eleven pence

Childs
vs
French
N 42


David Childs of Conway in our County
of Hampshire Cordwainer vs Thomas French
of said Conway Gentle Deft Answer of the Case
for that said Thomas on said Conway on the eleventh
Day of June last by his Note promised said David
to pay him twelve pounds five shillings & three
pence by the first Day of September then next
with interest Yet said Thomas tho' often requested
never paid the sum to the Damage of said David
fifteen pounds the parties appear & agree to have
this Case continued untill next term then Judgment
to be final thereupon it is considered by the Court
that said David recover against said Thomas parties
have Day here untill the second Tuesday of February
next

Allen
vs
Wilcox
N 43

Colon Allen of Northampton in the County of Hampshire Def^t vs Samuel Wilcox
of said Northampton in the County of Hampshire Gent Def^t Answer of the Case
for that said Samuel on the 10th day
of August Anno Dom 1784 in consideration that said Samuel at the special request
& request of said Allen had & purchased for him three quarters of a hundred weight
of Potash worth about two hundred thirty shillings & for good merchantable
Potash appeared on his side to said Samuel that the said Potash was not good
merchantable Potash that if the same Potash was not good merchantable Potash then
would pay to said Allen so much money as said Potash was of the value then
good merchantable Potash when he should be there requested and the
said Allen that said Potash was not good merchantable Potash & of the
value of five shillings only by the hundred, whereof said Samuel then there
had Potash of the said value the often requested has not performed & from us
but neglects it to the Damage of said Allen ten pounds
The parties appear & agree to a continuance of this Case Judgment to be
next term to be final & the parties are ordered by the Court that they have
Day here in Court untill the second Tuesday of February next

Moses Adams of Norwich in our County of husbandman
Plffor Edmund Miller of Hardwich, in our County of
Worcester trader Deft In a plea of trespass on the
Case for that said Edmund at said Norwich on the
twenty sixth Day of June seventeen hundred eighty four
by his Note promised the Plff to deliver him sixteen
Gallons & two quarts of good west India Rum to be
Delivered at Lucas Parsons Tavern by the fifteenth
Day of August then next & the Plff swears that he was
ready to receive the same yet said Edmund tho' often
requested never paid the same to the Damage of
said Moses Nine pounds the Deft being now three
times publicly called to come into Court in answer
Default of appearance here thereupon it is considered
by the Court that said Moses recover against said
Edmund four pounds fifteen shillings & five pence
Damages & Costs taxed at one pound twelve shillings
& eight pence  Ex. ip. Nov 25th 1785 or

44
v. c. c.
Adams
or
Miller
N. H.

John Parker of Northampton in our County
of Hampshire Gentleman Plffor Levi Thayer of Milford
in our County of Worcester trader Deft In a plea of
trespass on the Case for that said Levi at said Northampton
on the twenty third Day of September seventeen hundred
eighty three by his Note promised said John to pay
him four hundred sixty three pounds fourteen shillings
& four pence lawful money within five weeks from
the Date of said Note yet said Levi tho' often requested
never paid the same to the Damage of said John
four hundred pounds The Plff swears & moves that this Case
may be continued to the next Term because he says the Deft is
out of the Commonwealth and if it is considered by the Court
that the Plff have the Law in Court until the second Tuesday
of February next after the second Tuesday of November aforesaid
Simon Beardwell of Northampton in our
County of Hampshire Yeoman Plffor Jacob Joy
of Northampton in said County husbandman &
Stephen Butler of Convey in our County of Worcester
Physician Defts In a plea of trespass on the Case
for that said Jacob & Stephen at said Northampton on
the twenty ninth Day of October seventeen hundred
eighty two by their Note promised said Simon
to pay him fifty eight pounds nineteen shillings
& four pence lawful money within six months from the Date
of said Note with Interest yet said Jacob & Stephen
tho' often requested never paid the same to the
Damage of said Simon sixty pounds the Deft
being now three times publicly called to come
into Court in answer Default of appearance here
thereupon it is considered by the Court that said
Simon recover against said Jacob & Stephen
Nineteen pounds four shillings & two pence Damages
& Costs taxed at one pound eighteen shillings & six
pence  Ex. ip. Nov 16th 1785 -

Parker
or
Thayer
N. H.

Beardwell
or
Joy
N. H.

Commonwealth

Daniels

(N^o 1)

To the Sheriff &c.

Whereas Daniel Daniels of Worthington in the County of
Hampshire a labourer on the 17th day of June last at Worthing-
ton aforesaid before Nathum Bager Esq^r one of the Justices of
the Peace for said County personally appeared & acknowledged
himself in debt to us in the sum of Five pounds lawful
Money to be levied of his Goods & Chattels Lands or Tenements
and in Want thereof of his Body to our Use if Default
should be made in the Performance of the Condition due
after mentioned to wit that if Elyah Sherrick of Wor-
thington aforesaid Labourer should personally appear before
the Justices of the Court of General Sessions of the Peace then
next to be holden at Northampton within & for County on
the last Tuesday of August then next then & there to answer
to such matters and things as should be objected against him
on behalf of the Commonwealth & in the mean time to be
of the good Behaviour towards all the King's Subjects of this
Commonwealth & especially towards Samuel Buck of said
Worthington, and should do & receive that which by Court
should be then & there enjoined upon him & not depart
without Licence then said Recognizance to be void & of none
Effect otherwise to abide in full Force &c And whereas at
our Court of General Sessions of the Peace holden at North-
ampton aforesaid on the last Tuesday of August the said Elyah
being three times solemnly called to come into Court then &
there did not appear but made default thereof & did
not abide the Order of Court & departed from the same
Court without Licence as by the Record & Proceedings thereof
in Court to be produced manifestly appears and by the
Default aforesaid the Sum in forfeited to us & hath not
been paid but still remains due & to be levied in manner
aforesaid for our Use And We being willing to have the
Sum so due speedily paid to us & satisfied as Justice requiring
command You that You make known to the said Dan that
he appear before our Justices of our Court of Common Pleas
to be holden at Springfield within & for our County of
Hampshire on the second Tuesday of November next to
show Cause if any he has why We ought not to have our
Execution against the said Dan for the Sum of Five pounds
forfeited to us as aforesaid & Costs of Suit &c

Calix Strong Esq^r Att^r pro Respub. appears to prosecute the Suit &
the Def^r also appears and they agree that the Case be continued to the
next Term And it is considered by the Court that this Case be continued
to the next Term the second Tuesday of February next

(Nathaniel Dickinson of Dennistown in the County of
 Pennington & State of Vermont Plaintiff vs Noah
 Dickerson Defendant of Dennistown in the County of Hampshire
 Vermont Defendant In a plea of trespass on the Case for that
 said Noah at said Dennistown on the thirteenth day
 of December seventeen hundred eighty two by his note
 promised said Nathaniel to pay him thirteen pounds
 & sixteen shillings lawful money by the thirteenth day
 of December then next with interest Also for that said
 Noah on the same thirteenth day of December by
 his other Note promised said Nathaniel to pay him on
 order ten pounds lawful money before the tenth day
 of May then next yet said Noah tho' often requested
 has never performed his said promises to the
 Damage of Nathaniel forty five pounds the parties
 appear & agree to have this Case continued untill
 next term & then judgment to be final thereupon
 it is considered by the Court that said parties have
 Day here untill the second Tuesday of February
 next)))

45
 no
 Dickinson
 Dickerson
 1898

(David Graves of New Lebanon in the
 County of Albany & State of New York Plaintiff vs
 William Boyd late of Williamsburgh in the
 County of Hampshire Vermont Defendant In a plea of
 trespass on the Case for that William on the twentieth
 day of March sixteen hundred eighty three by
 his Note of that Date promised said David to
 pay him eight pounds thirteen shillings & four pence
 New York Currency equal to six pounds ten shillings
 lawful money yet said William tho' often requested
 never paid the same to the Damage of said
 David twelve pounds the parties appear & agree
 to have this Case continued untill next term
 & then judgment to be final thereupon it is
 considered by the Court that said parties have
 Day here untill the second Tuesday of February
 next)))

Graves
 vs
 Boyd
 1899
 25

(James Hunt of Williamsburgh in and County
 of Hampshire Vermont Plaintiff vs Silas Furr of Haver
 in said County Vermont Defendant In a plea of trespass on
 the Case for that said Silas on the twelfth day of
 February seventeen hundred eighty four being justly
 indebted to the Plaintiff in the sum of twenty six pounds
 one shilling & two pence lawful money for the like
 sum of money before that time he & he at his third
 Silas special request & in consideration thereof the
 said Silas promised said James to pay him the same
 on Demand yet said Silas tho' requested never has
 paid the same to the Damage of said James thirty
 pounds the Plaintiff now appears & moves for a
 Continuance of this Case untill next term thereupon
 it is considered by the Court that said parties have
 Day here untill the second Tuesday of February
 next)))

Hunt
 vs
 Furr
 1890
 11

Hemstead
vs
West
N^o 51
))
Ebenezer Hunt Gent - Joseph Hawley Esq - Jonathan
Hunt Gent & Aaron Good Groomen all of Northampton
in your County of Hampshire & Deacons of the Church
of Christ the Plffs Abijah West late of Northampton
aporesaid Groomen Deft In a plea of Ejectment wherein
they demand against the said Abijah the Possession
of a certain tract of Land in that part of Northampton
called the Mountain Division being one quarter part
of said tract of Land which was owned by William
West Grandfather of the said Abijah the Easterly end
of said piece of Land joins on the Springfield Road
Southernly joining to the Northernly half of said
Lot & northernly of the southernly Quarter of said Lot excepting
that part of said Quarter part which the said Abijah
some years since conveyed to Peter Parsons & says he
the said Abijah being lawfully seized & possessed of the
said Demanded premises with the covenants since
in his Demerme as of fee by his Deed duly executed
on the twenty ninth day of January nineteen
hundred Eighty two acknowledged registered & in
Court to be produced but the said Abijah hath
since that time entered into the Possession of the said
Demanded premises & unjustly & without authority
out of the same the Demerme of said Ebenezer
Joseph Jonathan & Aaron thirty pounds the Deft
being now three times publicly called to come
into Court makes Default of appearance here
thereupon it is considered by the Court that the
Plffs recover against said Abijah the Seisin &
possession of the Land sued for unless in six months
time the said Abijah pays to the Plffs Eighteen
pounds & twelve shillings Demerme & Costs of
this Suit taken at one pound ten shillings &
two pence Writ of Facias D^o Apr^o 11. 1786

Same
vs
Miner
N^o 52
))
Joseph Lane of Northampton in the County
of Northampton & State of Connecticut husband man
Plff vs Samuel Miner of Northampton in our County
of Hampshire husband man Deft In a plea of Trespass
on the Case for that said Samuel on the twentieth
day of March seventeen hundred Eighty two by his
Note promised Joseph to pay ^{him} six pounds seven shillings
sayful money before the fifteenth of January
then next yet said Samuel tho often requested never paid
the same to the Demerme of said Joseph twelve
pounds the parties severally appeared & agree to have this
Case continued untill next term & then Judgment
to be final thereupon it is considered by the
Court that said parties have Day here untill the
second Tuesday of February next))))))

William Symm of Northampton in our County of
 Hampshire Gent. Plfor Levi Sawyer late of Elliford
 in our County of Worcester trader Deft In answer of
 Writ upon the Case for that said Levi at said Northam-
 pton on the thirtieth day of April last in consideration
 that the said William got the request of said Levi's heir
 to deliver to said Levi's heirs goods wares & merchandise
 of him said William undertook & to said William promised
 to pay so much money as the said goods & wares
 worth at the time of sale & delivery & the said
 William avers that the said goods, wares & merchandise
 were worth the sum of two hundred pounds lawful
 money whereof the said Levi's heir & the said Levi's
 said Levi on the same thirtieth Day of April was
 justly indebted to said William in the sum of six
 thousand pounds lawful money for the likeness of
 Money paid & recd by him said William for said
 Levi before that time said Levi's heirs & advised
 at the said Levi's said request & in consideration
 thereof the said Levi promised to pay the sum
 on Demand yet said Levi's heirs requested never
 paid the sum to the Damage of said William
 seven thousand pounds the Deft being out of the
 State this Case is continued by order of Court untill
 next Term & that said parties have Day here untill
 the second Tuesday of February next

16
 55
 Symm
 vs
 Sawyer
 N 53

Jacob & Edwin of Cummingston in our
 County of Hampshire Yeomen Plfor Joseph Symm
 of Northampton in said County Gent Deft
 In a plea of Writ upon the Case for that said Joseph
 said Cummingston on the fourteenth Day of December
 last by his Note promised said Jacob to pay him forty
 three pounds on or before the first Day of March
 then next with Interest yet said Joseph the often
 requested never paid the sum to the Damage of said
 Jacob twenty pounds the parties appear & agree to
 have this Case continued untill next Term & then
 Judgment to be given thereupon it is Committed by the
 Court that said Jacob recover parties have Day here
 untill the second Tuesday of February next

Metlin
 vs
 Symm
 N 54

Donijah Stenestunrough in the County of
 Durham & State of New York Gent. Plfor James
 Upham of Greenside in our County of Hampshire trader
 Deft In a plea that the said James owes to him the said
 Donijah a reasonable account from the time that
 he was Bailiff of the said Donijah & receiver of the
 said Donijah's money for that said James on the twenty
 fourth Day of April sixteen hundred eighty two
 untill the tenth Day of May last was Bailiff of the said
 Donijah & how the Case & determination of issues
 goods & chattels of said Donijah (to wit) one thousand
 State Note for the sum of four hundred & sixty seven
 pounds payable to the bearer of said Note & five
 hundred & fifty pounds of shoes or pair of shoes thirty
 six barrels of flour certain bills of credit to merchandise
 & more profit thereof for said Donijah & receiver
 a reasonable account the said Donijah yet said James
 the often required that reasonable account has not
 not returned but referred to the Damage of said
 Donijah one hundred & fifty pounds the parties
 appear & agree to refer this Case to the award Judgment
 & Determination of Elijah Hunt Lewis Sexton &
 Quentus Damery & the award of them or either two
 of them to be final

Stenestunrough
 vs
 Upham
 N 55

Torrey
or
Nymans
N 56
Joseph Torrey of Boston in our County of Suffolk
Groomer of the Court for the said County of Northampton in our
County of Hampshire husbandman Defendant in a Plea of
Trespass on the Case for that said Joseph said Northampton
on the sixth Day of April seventeen hundred sixty
Eight by his Note promised said Joseph to pay him
Ninety pounds & six Shillings before the fifteenth Day
of April then next with Interest Also for that said
Joseph at Boston on the twenty third Day of April
seventeen hundred sixty one by his other note
promised said Joseph to pay him Eighty nine pounds
five Shillings & five pence and demanded with interest
Also for that said Joseph at said Northampton on
the twelfth Day of October current being justly
incited to said Torrey in the sum of three hundred
pounds Lawful money for the like sum of money
received by said Joseph the often requested receive
the same to the Damage of said Torrey six hundred
pounds the Debt now appears & moves for continuance
of this Case untill next term thereupon it is considered
by the Court that said parties have Day here untill
the second Tuesday of February next

Dexter
or
Thayer
N 57
Benjamin Dexter of Brimley in our County
of Hampshire Groomer of the Court Defendant in a Plea of
Breach of a Forfeiture of a Bond of a Justice of the Peace
Thayer an endorsing Debtor in said Capacity Defendant
The Plea & as may be seen on file the Debt being
now three times publicly called to come into
Court makes Default of appearance when the Plea is
Withdrawn & the action dismissed

Hill
or
Inhabitants of
Shutesbury
N 58
(88)
Abraham Hill of Oxford in our County of
Worcester Clerk of the Court Plaintiff in a Plea of the Case
in our County of Hampshire Defendant in a Plea of the Case
for that said Inhabitants on the twenty ninth Day of
September seventeen hundred forty two at a Legal
meeting of said Inhabitants by a major vote of said
Inhabitants did grant to said Abraham for his
encouragement to settle in said Shutesbury Eighty seven
pounds & ten shillings in money he being obliged to take
the minister Lot in said property but then being
also that the said Abraham should have forty pounds
in Lawful money for his yearly Salary during his
being a Lawful minister in said town if he would accept
the same & settle in the ministry there accordingly
& afterwards there stood on the same Day & year the
said Abraham did accept the same offer proposed
encouragement & grant of the said proprietors & agree
to settle there accordingly in the work of the Gospel ministry
& afterwards on the twenty seventh Day of October
in the same year the said Abraham pursuant to the
same offer Contract & Agreement having been first
Duly Chosen & elected by the Church gathered & resident
there & by the concurrent votes of the same Church
at their respective meetings duly warned & holden
there for that purpose was duly inducted & ordained

67
10

to the work of the Gospel ministry over the Church &
Inhabitants of the same property & thereby became the
lawful minister of the same Church & afterwards on the
same eighth Day of July seventeen hundred & fifty two
the said Proprietors at a legal meeting helden there did
vote & grant to said Abraham the addition of twelve
pounds by the Year for the salary aforesaid & afterwards
on the sixth Day of March sixteen hundred & sixty two
the said Inhabitants having been before that time
legally incorporated into a town, at a legal meeting
helden there for that purpose did by
their major vote choose & elect the said Abraham
their settled minister & thereby became chargeable to
perform said Contract & to pay said Abraham
fifty two pounds for his annual salary during his said
ministry there should for that Year out of a certain tax
granted by the General Court on unimproved lands
in said Shutesbury & afterwards on the twentieth
day of September sixteen hundred & sixty three
the said Inhabitants at their legal meeting helden
there did vote & grant to said Abram twenty pounds by
the Year in addition to the fifty two pounds salary & the
said Abraham says that trusting & relying on the
Vote aforesaid he continued the lawful minister &
Incumbent of the said Church & town until the last
Day of April sixteen hundred & eighty & for all
that time performed all the duties & services of a Gospel
minister preaching the word of God & administering
the Christian Ordinances to all the members of
said Church & all the Inhabitants of said town that
would attend on his ministry by means whereof the
said Inhabitants became chargeable to perform
according to the votes & Contracts aforesaid - Also
for that said Inhabitants on the last day of April
Sixteen hundred & eighty were justly indebted to
said Abraham in the sum of Eleven hundred pounds
lawful money for divers other Labour in the business
of a Gospel minister by said Abraham at said
Inhabitants special request & then & there in
consideration promised said Abraham to pay him
the same on censure - Also for that said Abraham
there on the same Day & Year had done & performed
for said Inhabitants at their request divers other
Labour & services in preaching & other business of the
Gospel ministry & they the said Inhabitants in
consideration thereof promised said Abraham
to pay him so much money as he the said Abraham
reasonably deserved to have for the same & the said
Abraham in fact says that he reasonably deserves
to have the sum of Eleven hundred pounds - Yet said
Inhabitants tho' often requested never have paid the
same or performed their said promises to the Damage
of said Abraham three thousand pounds - The Defect
now appear & move for a continuance of this
Case until next term thereupon it is considered
by the Court that said parties have Day here
until the second Tuesday of February next

Walker John Walker of ^{Hampshire} ~~Amherst~~ in our County of Hampshire
vs
Sidd John Sidd of Amherst in said County
N^o 59
Gentl Deft In a plea of the Case for that said John
a true Amherst on the Seventeenth Day of August
last by his Note promised said John to pay him
Six pounds Eighteen shillings Lawful money on
Demand with Interest yet said John tho often
requested never performed his said promise to the
Dommage of said John ten pounds the Deft being
now three times publickly called to come into
Court in manner Default of Appearance here thereupon
it is considered by the Court that said John Walker
recover against said Sidd Seven pounds & four pence
Damages & Costs taxed at one pound Eleven shillings
& six pence The said Sidd now appears by Caled
Strong Esq & appeals from the Judgment of this
Court to the Supreme Judicial Court holden at
Northampton in & for our County of Hampshire
the last Tuesday of April next & he recognises
with securities as the Law directs for said Sidd
provincing his said appeal with Effect as by said
Recognizance on file appears

Strong
vs
Howe
N^o 60
Simon Strong of Amherst in our County
of Hampshire Esq vs Aaron Howe of Cornhill
in said County Gentl Deft In a plea of the Case for
that said Aaron on the twentieth Day of April next
hundred Eighty four by his Note promised said
Simon to pay him Four pounds two shillings & ten
pence on Demand & there with interest yet said
Aaron tho requested never paid the same to the
Dommage of said Simon Six pounds the parties
appears & agree to have this Case continued untill
next term thereupon it is considered by the Court
that said parties have Day here untill the 2^d
Tuesday of February next

Nash
vs
Towne
N^o 61
Eleanor Nash of Granby in our County of
Hampshire Gentl vs David Towne, William
Towne & Stephen Whiteaker Gentl all of Pelchertown
in said County Deft In a plea of the Case for that said
William & Stephen on the eighth day of June last by
their Note promised said Eleanor to pay him Eight
pounds & five shillings on Demand with Interest yet
said David William & Stephen tho often requested
never paid the same to the Dommage of said Eleanor
twelve pounds the Deft being now three times
publickly called to come into Court in manner Default
of Appearance here thereupon it is considered
by the Court that said Eleanor recover against
said David, William & Stephen five pounds nine
shillings & four pence Damages & Costs taxed at
one pound twelve shillings & four pence
Ex ip Nov 23rd 1785

John Walker of Hadley in our County of Hampshire
 Yeoman & Sureties his Wife the Executrix of the last
 Will & Testament of Benjamin both late of said
 Hadley Gent^l Dec^d in said Capacity M^r Francis
 Trainer of Hadley in said County Yeoman Deft In
 aptee of the Case for that said Francis at said Hadley
 on the last day of March Seventen hundred eighty
 two owed the said Benjamin five pounds five
 Shillings & ten pence for sundry articles in consideration
 thereof promised said Benjamin to pay him the
 same on demand - Yet said Francis tho' requested
 never paid the same to the Damage of said John
 six pounds The parties appear & agree to have this
 Case continued untill next term the responsⁿ is
 considered by the Court that said parties have
 Day here untill the second Tuesday of February
 next

18
 00
 Walker
 vs
 Trainer
 N^o 62
 00

Eleanor Smith of Amherst in our County
 of Hampshire Yeoman M^r Isaac Brewer of Ludlow
 in said County Gent^l Deft In aptee of the Case for that
 said Isaac at said Springfield on the last day of August
 last was indebted to said Eleanor in the sum of thirty
 pounds lawful money for so much money had &
 rec^d of said Eleanor at the said Isaac special
 request & in consideration thereof said Isaac promised
 said Eleanor to pay him the same on demand Yet
 said Isaac tho' often requested never paid the same
 to the Damage of said Eleanor thirty pounds The
 parties appear & agree to have this Case continued untill
 next term & to refer this Case with all demands to
 the award & Judgment & Determination of Thomas
 Hobbs, Joseph Mitcheem & Moses Hobbs & the
 award of them of either two of them to be final

Smith
 vs
 Brewer
 N^o 63

Joseph Lane late of Greendy in our County Lane
 of Hampshire Gent^l M^r Stephen Warner of
 Bishopstow in said County Yeoman Deft In aptee
 of the Case for that said Stephen on the twenty fourth
 day of March seventeen hundred eighty three by his
 Note promised said Joseph to pay him five pounds
 & nine Shillings at the market price worth of best
 Cattle before the first Day of November th^o next
 & the said Joseph says he was always ready to receive
 the same Yet said Stephen tho' often requested never
 paid the same to the Damage of said Joseph ten
 pounds the Deft being now three times publicly
 called to come into Court makes default of appearance
 here the responsⁿ is considered by the Court that
 said Joseph recover against said Stephen five
 pounds sixteen shillings & six pence Damages &
 Costs taxed at one pound ten shillings 00
 Ex^o 21st Nov 1770

Lane
 vs
 Warner
 N^o 64
 00

Hartings
or
Stevens
N^o 65

Jones Hartings of Warwick in our County of
Hampshire Jurors Messrs Martin Stevens of Orange
in said County Jurors Deft In a plea of the Case
for that said Martin at said Warwick on the ninth
Day of September seventeen hundred eighty three by
his note promised said Jones to pay him four pounds
& ten shillings lawful money on demand with
Interest yet said Martin tho' often requested never paid
the same to the Demerit of said Jones ten pounds
the Deft being now three times publicly called
to come into Court in default of Appearance
here whereupon it is considered by the Court that
said Jones recover against said Martin five
pounds one shilling & nine pence Damages & Costs
taxed at two pounds five shillings & seven pence
Whereupon said Martin by John Chester Williams
Esq^r now comes into Court & appeals from the
Judgment of this Court to the Supreme Judicial
Court holden at Northampton in for our County
of Hampshire the last Tuesday of April next & he
recognizes with sureties as the Law directs for said
Martin prosecuting his said Appeal with effect
by said Recognizance on file appears D

Rose
or
Cormwell
N^o 66

Daniel Rose of Greenville in our County
of Hampshire Jurors Messrs William Cormwell of
said Greenville Jurors Deft In a plea of the Case
for that at said Greenville on the tenth day of
May seventeen hundred eighty four the said
William then being justly indebted to John Worthington
of Springfield in said County Esq^r in the sum of
Twenty two pounds one shilling & nine pence at
the special request of said William & for his proper
Debt made & executed with him & to said John this
Note by which the said William & Daniel promised
said John to pay him the afore mentioned sum on
Demand with interest - At the said William in
consideration thereof promised said Daniel that
by the said William would pay the said John the
contents of the same Note that he would effectually
secure & indemnify him the said Daniel from the
payment of the same & from all costs Charge & towins
he might be exposed thereby yet said William tho'
often requested never paid the same & the said
Daniel hath been obliged & compelled to pay the same
himself to the Demerit of said Daniel forty pounds
the Deft being out of the State this Case is continued
by order of Court untill next term that said
parties now pay here untill the second Tuesday
of February next D

Samuel Wendell Jun^r of New London in our County of
 Hampshire Yeoman vs For Timothy Nichols of New
 Braintree in our County of Worcester Yeoman. At an
 a plea of the Case for that said Timothy on the seventh
 Day of August seventeen hundred Eighty two by his
 Note promised one Samuel Orcutt to pay him or order
 thirty one pounds & ten shillings lawful money within
 three years from the Date with Interest & afterwards
 Orcutt by his Indorsement on said Note ordered the
 Contents of said Note then unpaid to be paid the
 1st of which the said Timothy had Notice yet said
 Timothy tho' often requested never paid the same
 to the Damage of said Samuel thirty five pounds
 the parties appear & agree to have this Case continued
 untill next term & then Judgment to be given thereupon
 it is considered by the Court that said parties have
 Deyhere untill the second Tuesday of February
 next.

119
 Mr
 Wendell
 vs
 Nichols
 1867

Richard Smith of the City, County of
 New London & State of Connecticut Merchant vs
 Meuben Chapin of Greenville in our County of
 Hampshire Yeoman. At an a plea of the Case for
 that said Meuben at said Springfield on the tenth
 Day of August seventeen hundred eighty four by his
 Note promised one Luke Bliss to pay him or order
 eight pounds & sixteen shillings & two pence ^{of exchange} with
 Interest & afterwards on the first day of
 January last by his Indorsement on said Note
 ordered the Contents then due to be paid the 1st of
 which the said Meuben had notice yet said Meuben
 tho' often requested never paid the same but neglects
 it to the Damage of said Richard fifteen pounds
 The Debt being now three times publicly called
 to come into Court under Default of appearance
 here thereupon it is considered by the Court
 that said Richard recover against said Meuben
 nine pounds & ten shillings Damages & Costs
 taxed at one pound & nine shillings. When said
 Meuben by Alexander Wolcott Gent^l now comes
 into Court & appeals from the Judgment of this Court
 to the Supreme Judicial Court holden at Northampton
 in & for our County of Hampshire & the last Tuesday
 of April next & he recognises with sureties the
 Law Direct for said Meuben prosecuting his
 said appeal with Effect as by said Recognisance
 on file appears.

Smith
 vs
 Chapin
 1868

Dwight Elizabeth Dwight of Springfield in our County of
Hampshire Gent. Woman M^{rs} Richard Woolworth
Woolworth of Longmeadow in said County Jun^r & Def^t In^r
N^o 69 plea of the Case for that said Richard at said
Springfield on the twentieth Day of August Seventen
hundred Eighty one by his Note promised said
Elizabeth to pay her Seventy four pounds thirteen
Shillings seven pence on Demand with Interest
yet said Richard tho^t often requested never paid
the same to the Damage of said Elizabeth twenty
pounds the Def^t being now three times publicly
called to come into Court makes Default of
Appearance here thereupon it is considered by the
Court that said Elizabeth recover against said
Richard sixteen pounds nine shillings seven pence
Damages & Costs taxed at one pound two shillings &
six pence (1 2 6) Ex^{ist} Nov^r 15th 1785

Sathropal

Bradley
N^o 70

Joseph Sathrop of West Springfield in
our County of Hampshire Clerk & Elizabeth Dwight
of said Springfield Gent. Woman M^{rs} Philmon
Bradley of Ludlow in said County Yeoman Def^t
In a plea wherein the said Joseph & Elizabeth Demand
against the said Philmon one Messuage lying in
said Ludlow containing the Dwelling house wherein
the said Philmon now lives & one hundred & twenty
seven acres of Land with the appurtenances
bounding north on Land of Samuel Frost & east on a
Lot lately Israel Warriners & south partly on Land of
Samuel Allen being the whole of the farm that was
Lechuriah Warner Jun^r & in his lifetime & possession
however otherwise bounded & described which messuage
& lands & tenements with the appurtenances the
D^{ts} claim as their Right & Inheritance whereunto
the said Philmon hath not Entry unless after the
Disposⁿ which the said Lechuriah Warner Jun^r unjustly
& without Judgment committed within twenty years
now last past & whereupon the said Joseph & Elizabeth say
that they within the term of said twenty years
in a time of peace were seized of the said Messuage
& lands & tenements with the appurtenances in their
Demise and fee & right taking the profits thereof
to the value of ten pounds by the Year & whereupon
the said Demandants complain that the said Philmon
still deforceth & holdeth them out therefrom to the
Damage of said Joseph & Elizabeth ninety pounds the Def^t
being now three times publicly called to come into
Court makes Default of Appearance here thereupon it is
considered by the Court that said Joseph & Elizabeth recover
against said Philmon the value & possession of the Messuage
& lands & mead for & both taxed at one pound three
shillings & seven pence whereupon said Philmon by
a Hexapeter Wapcott Gent^l comes into Court & appeals from
the Judgment of this Court to the Supreme Judicial
Court holden at Northampton in & for our County
of Hampshire the last Sunday of April next & he
recognizes with Sureties to the Land Agents for said Philmon
prosecuting his said Appeal with effect & by said
Procurator on file appears

Lamberton Cooper of Middletown in the County of Middlesex
& State of Connecticut Yeoman Plffor Abel Thing of
Wilbraham in our County of Hampshire Gentlemen Deft
In a plea of the Case for that said Abel at said Middletown
on the first Day of October last was justly indebted to said
Cooper in the sum of Eight pounds ten shillings & five
pence to balance book accounts & in consideration
thereof said Abel promised said Cooper to pay him
the same whenever he should be required & it is said Abel
tho requested never paid the same to the damage of
said Lamberton twelve pounds the parties appear & agree
to have this case continued untill next term & Judgment
on Default to be final thereupon it is considered by
the Court that said Parties have Day here untill
the second Tuesday of February next

50
Cooper
vs
Thing
N^o 1

Nathaniel Terry of Enfield in the County
of Hartford & State of Connecticut Gent^l Plffor Joseph
Thing of Wilbraham in our County of Hampshire Deft
In a plea of the Case for that said Joseph at said Enfield
on the fifth day of February seventeen hundred Eighty
four by his Note promised said Nathaniel to pay him
five pounds Eleven shillings & one penny on demand with
Interest & it is said Joseph tho often requested never paid
the same to the damage of said Nathaniel ten pounds
the parties appear & agree to have this case continued
untill next term & then Judgment on Default to be
final thereupon it is considered by the Court that
said parties have Day here untill the second Tuesday
of February next

Terry
vs
Thing
N^o 2

Thomas Cotton of Longmeadow in our
County of Hampshire Yeoman Plffor Joseph Hill
late of Enfield in the County of Hartford & State of
Connecticut Yeoman Deft In a plea of the Case for
that said Joseph at said Springfield on the fifth day
of February seventeen hundred & twenty eight being
justly indebted to said Thomas in the sum of four
pounds & lawful money & by his Note of that date
promised said Thomas to pay him four pounds
& lawful money on the first day of October then next
with Interest & it is said Joseph tho often requested
never paid the same to the damage of said Thomas
ten pounds the parties appear & agree
to have this continued untill next term & then
Judgment on Default to be final thereupon it is
considered by the Court that said parties have
Day here untill the second Tuesday of February
next

Cotton
vs
Hill
N^o 3

Phillips
vs
Noble
N^o 74

William Phillips of Boston in our County of Suffolk
Esqr Plff vs Stephen Noble of Westfield in our County of
Noble of Blomford in our County of
Hampshire Defs In a plea of the Case for that said Silas
& Stephen at said Westfield on the first Day of July seventeen
hundred Eighty four by their Note promised said William
to pay him forty three pounds Eight shillings & six pence
on Demand with Interest Yet said Silas & Stephen tho
often requested never paid the same to the Damage of
said William forty five pounds the Def being now
three times publicly called to come into Court makes
Default of appearance here thereupon it is Considered
by the Court that said William recover against said
Stephen & Silas forty seven pounds & one penny Damages
& Costs taxed at two pounds sixteen shillings & six pence
Whereupon the said Stephen & Silas now come into Court
by Messrs Church Jent^r & appeals from the Judgment of this
Court to the Supreme Judicial Court holden at Northampton
in & for our County of Hampshire the last Thursday of
April next & he Recognizes with Sureties in the
Law Directs for said Stephen & Silas prosecuting their
said Appeal with Effect as by said Recognizance on
file appears &

Phillips
vs
Proot
N^o 75

William Phillips of Boston in our
County of Suffolk Esqr Plff vs Roger Proot of Southwicks
in our County of Hampshire Jent^r Def In a plea
of the Case for that said Proot on the twenty ninth
Day of July seventeen hundred Eighty four by his
Note promised said William to pay him Eighty eight
pounds Lawful money on Demand with Interest Yet
said Proot tho often requested never paid the same
to the Damage of said William one hundred & ten pounds
The Def being now three times publicly called to
come into Court makes Default of appearance here
thereupon it is Considered by the Court that said
William recover against said Proot Ninety four pounds
fifteen shillings & four pence Damages & Costs taxed at
two pounds fourteen shillings & two pence

Phillips
vs
Campbell
N^o 76

William Phillips of Boston in our County of
Suffolk Esqr Plff vs James Campbell of Southwicks in our
County of Hampshire Jent^r Def In a plea of the Case for
that said James at said Southwicks on the eighteenth Day of
April seventeen hundred eighty three by his Note promised
one David Towler to pay him or order Twenty three pounds
four shillings Lawful money in one Year from the Date of
said Note with Interest & after rewards on the nineteenth Day
of April last said David by his Indorsement on said Note
ordered the Contents thereof to be paid the Plff of which
the said James had notice Yet said James tho often
requested never paid the same to the Damage of said William
Thirty pounds the Def being now three times publicly
called to come into Court makes Default of appearance here
thereupon it is Considered by the Court that said William
recover against said James twenty six pounds fifteen
shillings & eleven pence Damages & Costs taxed at two
pounds thirteen shillings & six pence Ex^o ip^o Nov^r 16th 1786

Nathaniel Terry of Enfield in the County of Hartford
 & State of Connecticut Gent^r Pl^r for Jacob Wilson of
 Richtown in our County of Hampshire Yeomen &c
 Insuper of the Case for that said Jacob & said
 Springfield on the twenty third Day of December last
 by his Note promised said Nathaniel to pay him
 five pounds Eleven shillings & two pence on demand
 with interest yet said Jacob tho' often requested never
 paid the same to the Demerge of said Nathaniel
 Nine pounds The Debt being now three times
 publicly called to come into Court makes default
 of appearance here thereupon it is considered by
 the Court that said Nathaniel recover against
 said Jacob five pounds & seventeen shillings Damages
 & Costs taxed at one pound Eight shillings & ten pence
 for which the Pl^r by Elms Polip Esq^r his attorney
 acknowledges the receipt

51
 Terry
 vs
 Wilson
 N^o 77

Nathaniel Terry of Enfield in the
 County of Hartford & State of Connecticut Gent^r
 Pl^r for Caleb West of Greenwich in our County of
 Hampshire Yeomen &c Insuper of the Case for
 that said Caleb & said Enfield on the first day
 of August was indebted to said Nathaniel in the
 sum of ten pounds Eighteen shillings & four pence to
 balance book accounts & in consideration thereof
 the said Caleb promised said Nathaniel to pay him
 the same on demand yet said Caleb tho' often
 requested never paid the same to the Demerge
 of said Nathaniel seventeen pounds The Debt being
 now three times publicly called to come into
 Court makes default of appearance here thereupon
 it is considered by the Court that said Nath^l
 recover against said Caleb ten pounds eighteen
 shillings & four pence Damages & Costs taxed at
 one pound ten shillings & ten pence Ex^o 15th Nov^r 1788

Terry
 vs
 West
 N^o 78

Moses Polip of Springfield in our
 County of Hampshire Esq^r Pl^r for Daniel Jones
 of Hallow in said County Yeomen &c Insuper
 of the Case for that said Daniel & said Springfield
 on the first day of October instant was justly indebted
 to said Moses in the sum of six pounds twelve
 shillings & four pence Lawful money to balance
 book accounts & in consideration thereof said Daniel
 promised to pay the same on demand After
 that said Daniel on the last Day of April last
 by his note promised said Moses to pay him thirty
 shillings on demand with interest yet said Daniel
 tho' often requested never paid the same to the
 Demerge of said Moses Nine pounds The Debt being
 now three times publicly called to come into
 Court makes default of appearance here per his
 appear^r & come to have this Case continued until
 next term & then Judgment on default to be fined
 thereupon it is considered by the Court that said
 Daniel have Day here until the second Tuesday
 of February next

Polip
 vs
 Jones
 N^o 79
 1788

1. *Bliss*
or
Day
N^o 80

John Bliss of Springfield in our County of Hampshire
Gent^r Mr. Cleaver Day of West Springfield in our
County Yeoman Debt In place of the Case for that
said Cleaver at said Springfield on the nineteenth
Day of December Seventeen hundred seventy one
by his Note promised said John to pay him
forty Eight shillings Lawful money before the
first Day of May then next Yet said Cleaver the
often requested never paid the same to the Damage
of said John Seven pounds The Debt being now three
times publicly called to come into Court makes
Default of Appearance here thereupon it is considered
by the Court that said John recover against said
Cleaver four pounds Eight shillings & seven pence Damages
& Costs taxed at one pound three shillings & two pence
Ex. ip^se Nov^r 15th 1785

Pynchon
or
Miller
N^o 81

George Pynchon of Springfield in our County
of Hampshire Gent^r Mr. Jonathan Miller of Chester
in said County Yeoman Debt In place of the Case for
that said Jonathan on the twentieth Day of January
Seventeen hundred eighty three by his Note promised said
George to pay him Six pounds one shilling & two pence
Lawful money on demand with Interest Yet said Jonathan
the often requested never paid the same to the Damage
of said George ten pounds The Debt being now three times
publicly called to come into Court makes Default of
Appearance here thereupon it is considered by the
Court that said George recover against said Jonathan
Seven pounds one shilling & six pence Damages & Costs
taxed at one pound & six shillings Ex. ip^se Nov^r 15th 1785

Phillips
or
Hayne
N^o 82

William Phillips Jun^r of Boston in our
County of Suffolk Merchant Mr. Phillip Hayne of Southwicks
in our County of Hampshire Yeoman Debt In place of
the Case for that said Phillip on the Eighteenth Day of
August Seventeen hundred Eighty three by his Note
promised one Warham Parker to pay him or order
Seven pounds thirteen shillings & five pence Lawful money
on demand with Interest & after word on the first day
of January last the said Warham by his Indorsement on
said Note ordered the Contents then due to be paid the
of which the said Phillip had notice Yet said Phillip
the often requested never paid the same to the Damage
of said William Seventeen pounds The Debt being now three
times publicly called to come into Court makes Default
of Appearance here thereupon it is considered by the
Court that said William recover against said Phillip
thirteen pounds four shillings & ten pence Damages &
Costs taxed at two pounds fourteen shillings & six pence
Ex. ip^se Nov^r 15th 1785

Thomas Hebbins of Springfield in our County of Hampshire
 vs John Butler lately of said Springfield deceased
 Deft In a plea of the Case for that said John at said Springfield
 on the first Day of October last was justly indebted to said
 Thomas in the sum of three pounds & six shillings
 for the Use & Occupation of a piece of Land containing
 about three Quarters of an Acre for the term of two years
 & in consideration thereof said John promised said
 Thomas to pay him the same on demand. Also for that
 said John at said Springfield on the same first Day
 of October was justly indebted to said Thomas in the
 sum of seven pounds Lawful money for the use &
 Occupation of a dwelling house & garden of his the said
 Thomas in said Springfield for the term of two years
 & in consideration thereof said John promised said
 Thomas to pay him the same on demand. Yet said
 John tho' often requested never paid the same to the
 Damage of said Thomas twelve pounds the Deft
 being now three times publicly called to come into
 Court to answer Default of Appearance here thereupon
 it is considered by the Court that said Thomas
 recover against said John Eight pounds five
 shillings & eight pence Damages & Costs taxed at
 one pound one shilling & six pence Ex. p. No. 15th 1785

52
 Hebbins
 vs
 Butler
 (N^o 3)

Datus Emign of Westfield in our County of
 Hampshire vs Elizabeth Sexton of said
 Westfield Widow Deft In a plea of the Case for that
 Elizabeth at said Westfield on the seventh Day of
 September last by her Note promised said Datus
 to pay him Nine pounds & nineteen shillings
 Lawful money on demand with Interest Yet said
 Elizabeth tho' often requested never paid the same
 to the Damage of said Datus fifteen pounds the
 Deft being now three times publicly called to
 come into Court to answer Default of Appearance here
 thereupon it is considered by the Court that said
 Datus recover against said Elizabeth ten pounds
 & one shilling Damages & Costs taxed at one pound
 six shillings & two pence Whereupon the said
 Elizabeth by Samuel Fowler Gent^l now comes
 into Court & appeals from the Judgment of this
 Court to the Supreme Judicial Court here at
 Northampton in & for our County of Hampshire
 The last Tuesday of April next & he recognises
 with Sureties at the New Direct. for said Elizabeth
 prosecuting his said appeal with effect as by said
 Recognizance on file appears (D)

Emign
 vs
 Sexton
 N^o 87

Tracy
Spafford
N^o 85
Timothy Tracy of Deerfield in our County of
Hampshire Gentⁿ Mess^{rs} Jonathan Spafford
said Deerfield Yeoman Deft Inaple of the Case for that
said Timothy said Jonathan at said Deerfield on the tenth
Day of July last by his Note promised said Timothy to
pay him twelve pounds Lawful money on demand
with Interest Yet said Jonathan tho' often requested
never paid the same to the Damage of said Timothy
twelve pounds the Deft being now three times publicly
called to come into Court makes Default of appearing
here thereupon it is considered by the Court that said
Timothy recover against said Jonathan six pounds &
three shillings Damages & Costs taxed at two pounds
& two pence *Ex^{ist} Nov^r 19th 1785*

Williams
or
Smith
N^o 86
John Williams of Deerfield in our County
of Hampshire Gentⁿ Mess^{rs} Abner Smith of said
Deerfield Yeoman Deft Inaple of the Case for that
said Abner at said Springfield on the twenty three
Day of August last by his Note promised one
Elijah Williams to pay him four pounds four shillings
Lawful money on demand with Interest & costs &c
on the same Day the said Elijah by his Indorsement
on said Note ordered the Contents thereof &
said to be paid the All of which the said Abner
had notice Yet said Abner tho' often requested never
paid the same to the Damage of said John six
pounds the Deft being now three times publicly
called to come into Court makes Default of appearing
here thereupon it is considered by the Court that
said John recover against said Abner four pounds
five shillings & three pence Damages & Costs taxed
at two pounds & six pence *Ex^{ist} Nov^r 19th 1785*

Field
or
Bracy
N^o 87
Samuel Field of Deerfield in our County
of Hampshire Gentⁿ Mess^{rs} Daniel Bracy of Colerain in
said County Yeoman Deft Inaple of the Case for that
said Daniel at said Colerain on the sixteenth Day of
August seventeen hundred Eighty four by his Note
promised said Samuel to pay him four pounds & sixteen
shillings by the first day of August then next with
Interest Yet said Daniel tho' often requested never
paid the same to the Damage of said Samuel eight
pounds the Deft being now three times publicly
called to come into Court makes Default of appearing
here thereupon it is considered by the Court that
said Samuel recover against said Daniel five pounds
three shillings & three pence Damages & Costs
taxed at two pounds two shillings & ten pence *Ex^{ist} Nov^r 19th 1785*

Benjamin Hall of Cheshire in the County of New
 Haven & State of Connecticut Exr of Executor of the
 last Will & Testament of Benjamin Hall late of
 Wallingford in said County dec'd in reid Capacity Plf
 vs Silas Hamilton of Wittingham in the County of
 Windham & State of Vermont Exr & Lft. Inceptor
 of the Case for that said Silas at said Springfield on
 the twenty first day of May Seventeen hundred &
 twenty by his Note promised said Benjamin to
 pay him or order Seven pounds three shillings &
 three pence Lawful money on demand with interest
 yet said Silas tho' requested never paid the same
 to the Damage of said Benjamin fourteen
 pounds the Lft being now three times publicly
 called to come into Court makes default of
 Appearance here thereupon it is considered by
 the Court that said Benjamin recover against
 said Silas thirteen pounds sixteen shillings &
 three pence Damages & Costs taxed at one
 pound ten shillings & ten pence Excep^d Nov 19th 1785

Hall Ex-
 or
 Hamilton
 N^o 80

Sam'l Clark of Colrain in our County
 of Hampshire Quomam Plf vs Silas Hamilton of
 Wittingham in the County of Windham & State of
 Vermont Exr. Deft Inceptor of the Case for that said
 Silas at said Wittingham on the fifteen Day of June
 last promised said Samuel Day to pay him in hand
 Nine pounds & four shillings Lawful money to be paid
 in Next Term on demand with Interest & after said
 on the same Eighteenth Day of June said Samuel by
 his Incormentor said Day ordered the Contents
 then due to be paid the Plf of which the said Silas
 paid no sic, yet said Silas tho' often requested never
 paid the same to the Damage of said Samuel
 fourteen pounds the Lft being now three times
 publicly called to come into Court makes
 default of appearance here thereupon it is considered
 by the Court that said Samuel recover against said
 Silas Nine pounds eight shillings & eight pence
 Damages & Costs taxed at two pounds two shillings
 & ten pence 555555 Ex^d 1st Nov 19th 1785

Clark
 or
 Hamilton
 N^o 81

Thomas Mills of Fitchburg in the County
 of Hartford & State of Connecticut Quomam Plf vs Thomas
 Bullard of Greenfield in our County of Hampshire Quomam
 Deft Inceptor of the Case for that said Mills on the twenty
 fourth day of February seventeen hundred eighty three
 by his Note for value rec'd promised said Thomas to pay
 him six thousand & five hundred feet of good merchantable
 white pine board to be delivered at East Hartford Also
 for that said Thomas on the same day of said by his
 other note promised said Thomas to pay him six thousand
 & nine hundred feet of good merchantable white pine
 board to be delivered at East Hartford the Plaintiff was
 that he has always been ready to receive the same
 board yet said Thomas tho' often requested has never
 performed his said promise but neglected to the
 Damage of said Thomas fifty pounds the parties
 appearing & agree to have this Case continued untill
 next term & then Judgment to be final thereupon it
 is considered by the Court that said Thomas recover
 against said parties five hundred & twenty five
 Ex^d 1st Nov 19th 1785

Mills
 or
 Bullard
 N^o 82

Daniel Lumbard of Springfield in our County of Hampshire
 County Gentleman vs John Glover of Milbraham in said
 County Gentleman. Dft In a plea of the Case for that said
 John at said Springfield on the twentieth day of
 January last by his Note promised said Daniel to pay
 him seven pounds & fifteen shillings & five pence
 on demand with Interest & yet said John tho' often
 requested never paid the same to the Damage of
 said Daniel ten pounds. The Dft being now three
 times publicly called to come into Court & make
 Default of Appearance here thereupon it is considered
 by the Court that said Daniel recover against said
 John the sum of £10
 Whereupon the said John by Abner Morgan Esq. came into
 Court & Appeals from the Judgment of this Court to the
 Supreme Judicial Court holden at Northampton in for
 our County of Hampshire the last Tuesday of April next
 & he recognises with Sureties as the Law directs for said
 John appearing his said appeal with effect as by said recognizance
 or file appears.

134
 Lumbard
 vs
 Glover
 N^o 94

Joseph Lathrop of West Springfield in
 our County of Hampshire Clerk Elizabeth
 Dwight of said Springfield Gentlewoman vs
 Joseph Miller of Ludlow in said County Gent^l Dft
 In a plea of trespass on the Case for that said Miller
 at said Springfield on the twenty first Day of
 April seventeen hundred Eighty two by his Note
 promised said Lathrop & Dwight to pay them
 or their order four pounds seven shillings & one
 penny on demand with Interest & yet said
 Miller tho' often requested never paid the same
 to the Damage of said Lathrop & Dwight seven
 pounds. The Dft being now three times publicly
 called to come into Court & make Default of
 Appearance here thereupon it is considered by the
 Court that said Lathrop & Dwight recover against
 said Miller two pounds nine shillings & one penny
 Damages & Costs taxed at twelve shillings & three
 pence one farthing. Ex^o ip^o Nov^o 15th 1785.

Lathrop
 vs
 Miller
 N^o 95

Daniel Fish & Asher Miller both of
 Middletown in the County of Middlesex & State
 of Connecticut Gent^l Executors of the last will &
 Testament of Sarah Starr late of said Middletown
 Dec^d in said County vs Elijah Hough of
 Southwick in said County Gent^l Dft In a plea of
 the Case for that said Elijah on the first day of
 May seventeen hundred eighty two by his Note
 promised said Sarah then living to pay her four
 pounds eight shillings & five pence by the first day
 of November next & yet said Elijah tho' requested
 never paid the same to the Damage of said
 Executors ten pounds. The parties appear & agree
 to have this Case continue until next term &
 on Default Judgment to be final thereupon it is
 considered by the Court that said parties hence
 Day here until the second Tuesday of February
 next 1785.

Fish &
 Miller
 vs
 Hough
 N^o 96

Butcher
vs
Shepherd
N^o 77

John Butcher of Boston in our County of Suffolk
Merchant Plaintiff Enock Shepherd of Chester Gent^l
& William Shepherd Esq^r of Westfield both in our
County of Hampshire Defendants In pursuance of the Case
for their Enock & William above Westfield on the
twentieth Day of January last by their note promised
one Abel Whitney to pay him Twenty pounds eight
shillings & one penny Lawful money on demand with
Interest & after wards on the eighteenth day of October
inst. the said Abel by his Indorsement on said
order the contents thereof to be paid the All of
which the said Enock & William had notice - Yet said
Enock & William tho requested never paid the same
to the Demand of said John one hundred pounds
the Debt being now three times publicly called
to come into Court makes Default of appearance
here thereupon it is considered by the Court that
said John recover against said Enock & William
Twenty three pounds eight shillings & one
penny Damages & Costs thereof at two pounds
Eighteen shillings Two pence Whereupon said Enock
& William by John Phelps Gent^l now come into Court
& appeals from the Judgment of this Court to the Supreme
Judicial Court holden at Northampton in & for our
County of Hampshire the last Tuesday of August next
next he recognises with Sureties in the Law Courts
for said Enock & William procuring their appeal entry
said recognizance on file appears

Clott & al
vs
Mixer
N^o 78

John Clott & John Caldwell both of the City
County of Hartford & State of Connecticut Gent^l
Administrators on the estate of Samuel Clott late of
said Hartford & Angel Corporation of New Britain
of Norwich in our County of Hampshire Yeomen Defendants
In pursuance of the Case for their said Angel at said Hartford
on the thirteenth Day of August Seventeen hundred
Eighty four by his Note promised said Clott & Caldwell
to pay them Ten pounds eight shillings & six pence
on demand with Interest Yet said Angel tho
requested never paid the same to the Demand of
said Clott & Caldwell fifteen pounds the parties appear
& agree to have this Case continued until next term
thereupon it is considered by the Court that said parties
have day here until the second Tuesday of February
next

Isaac Warriner of Springfield in our County of
 Hampshire Greenman M^{rs} Charles Terry of Wilbraham
 in said County Gentⁿ Deft In plea of the Case for that
 said Charles on the thirty first day of March last
 by his vote promised said Isaac to pay him Seven
 pounds Eighteen shillings Lawful money on demand
 with Interest yet said Charles tho often requested
 never paid the same to the Demand of said Isaac
 nine pounds the Deft being now three times publicly
 called to come into Court to answer Default of Appearance
 here thereupon it is considered by the Court that said
 Isaac recover against said Charles Eight pounds four
 shillings & three pence Damages & Costs taxed at
 one pound three shillings & six pence Whereupon the
 said Charles now comes into Court by Alexander
 Whittent & appeals from the Judgment of this
 Court to the Supreme Judicial Court holden at
 Northampton in for our County of Hampshire
 the last Tuesday of April next & he recognises
 with Sureties on the Law directs

55
 Warriner
 vs
 Terry
 N^o 9

John Burbank of Enfield in the County
 of Hartford & State of Connecticut M^{rs} Moses
 Howe of Amherst in our County of Hampshire
 Greenman Jacob Hatheway & Charles Hatheway both
 of Suffolk in the aforesaid County of Hartford
 Deft In plea & as may be seen on file the M^{rs} being
 now three times publicly called to come into
 Court in Non suit the Deft appear & pray that
 their Costs may be allowed them thereupon it is
 considered by the Court that said Jacob Moses &
 Charles recover against said John Burbank
 taxed at two pounds seven shillings & four pence

Burbank
 vs
 Howes et al
 N^o 100

Samuel Cleland of Ware in our County of
 Hampshire husbandman M^{rs} Jesse Hine of
 Greenwich in said County husbandman Deft In
 plea of the Case for that said Jesse on the
 twenty fifth day of August Seventeen hundred
 Eighty four by his vote promised said Samuel
 to pay him seven pounds Lawful money
 within one year from the Date of said vote & thereupon
 on the same day said Jesse by his Indorsement on said
 Note ordered the contents of said Note then unpaid
 to be paid the M^{rs} of which to the said Jesse here notice
 yet said Jesse tho often requested never paid the
 same to the Demand of said Samuel twelve pounds
 & the Deft now appears & moves that this Case be
 continued until next term thereupon it is
 considered by the Court that said parties have
 Day here until the second Tuesday of February
 next.

Cleland
 vs
 Hine
 N^o 101

Webster
vs
Stratton
N 102

Enoch Webster of Northfield in our County of
Hampshire, Plaintiff vs Eliphalet Stratton of
Northfield in said County, Defendant. In a plea of the Case for that said Stratton at said Northfield on
the twentieth Day of September Seventeen hundred
Eighty four by his Note promised said Webster to
pay him Eight pounds Lawful money within two
months from the Date of said Note. Yet said Stratton
tho often requested never paid the same to the Damage
of said Webster twelve pounds. The Debt being now
three times publicly called to come into Court making
Default of Appearance here thereupon it is considered
by the Court that said Enoch recover against said
Eliphalet Nine pounds nine pence Damages &
Costs taxed at two pounds & four shillings. *CCC*
Ex^{ra} ip^{so} Nov^{re} 14th 1785

Campbell
vs
Phillips
N 103

Edward Raymond Campbell of Westminster
in the County of Windsor & State of Vermont Plaintiff vs
Joseph Phillips of Greensfield in our County of
Hampshire Gentleman In a plea of the Case for that said
Joseph at said Greensfield on the eighteenth Day of June
Seventeen hundred Eighty four by his Note promised
the P^{ty} to pay him Eleven pounds ten shillings & four
pence Lawful money on demand with Interest. Yet said
Joseph tho often requested never paid the same to the
Damage of said Campbell sixteen pounds. The Debt
being now three times publicly called to come into
Court making Default of Appearance here thereupon
it is considered by the Court that said Campbell
recover against said Phillips ten pounds one shilling
& six pence Damages & Costs taxed at two pounds
five shillings & four pence. Whereupon said Phillips
now appears & appeals from the Judgment of
this Court to the Supreme Judicial Court holden at
Northampton in & for our County of Hampshire
the last Tuesday of April next & he recognises with
Sureties on the Law directs for said Phillips prosecuting
his said Appeal with Effect as by said Recognizance
on file appears.

Partridge
vs
Billings
N 104

Oliver Partridge of Hatfield in our County
of Hampshire Esq^r vs Thomas Billings of Greensfield
in said County Parishlayer Defendant. In a plea of the Case
for that said Thomas at said Hatfield on the nineteenth
Day of October Seventeen hundred Eighty eight by his
Note promised said Oliver to pay him twenty five pounds
fourteen shillings on or before the first day of April
then next. Yet said Thomas tho requested never paid the
same to the Damage of said Oliver ten pounds. The
Debt being now three times publicly called to come
into Court making Default of Appearance here.
thereupon it is considered by the Court that said Oliver
recover against said Thomas seven pounds nine
shillings & four pence Damages & Costs taxed at one
pound sixteen shillings & two pence.

Ex^{ra} ip^{so} Nov^{re} 15th 1783

Timothy Shewson of Uxbridge in our County of Worcester
Governor Myors Samuel Clemens of Colerain in our
County of Hampshire Governor Deft Inplea of the
Court for that said Samuel at said Uxbridge on the
fifteenth Day of March Seventeen hundred Eightyfour
by his Note promised said Timothy to pay him Six
pounds & four shillings on demand with Interest
yet said Samuel tho often requested never paid the same
to the Damage of said Timothy Eight pounds the
Debt being now three times publicly called to come
into Court in default of appearance here
thereupon it is considered by the Court that said
Timothy recover against said Samuel Six pounds
Sixteen shillings & four pence Damages & Costs
taxed at two pounds Six shillings & eleven pence
Cash Dec 26th 1785

56
Shewson
vs
Clemens
N 105

Benjamin Hickox of Conway in our
County of Hampshire Sander Myors Silas Farrer
Hudley in said County Governor Deft Inplea of
the Court for that said Silas at said Hudley on the
eleventh day of November seventeen hundred eighty
four by his Note promised said Benjamin to pay
him three pounds ten shillings & five pence on demand
with Interest Also for that said Silas on the same
Day aforesaid was indebted to said Benjamin for
one other sum of three pounds ten shillings & five pence
for so much money he'd & rec'd yet said Silas tho
often requested never paid the same to the Damage
of said Benjamin Eight pounds the Debt being
now three times publicly called to come into
Court in default of appearance here thereupon
it is considered by the Court that said Benjamin recover
against said Silas the sum of £7.5.1 & Costs taxed at £1.16.5
Whereupon the said Silas

Hickox
vs
Farrer
N 106

now appears by Certificate & Expects from
the Judgment of this Court to the Supreme Judicial
Court holden at Northampton in & for our County
of Hampshire & he recognises with Sureties in the
Law directs for said Silas prosecuting his said appeal
with Effect by said Recognition on file appears

Eliaph Barner of Wiltown in the County
of Hampshire & State of Connecticut Myors Obed Foot of
Hartford in our County of Hampshire Governor Deft
Inplea of the Court for that said Obed at said Northampton
on the twentieth Day of March seventeen hundred
Eighty two by his Note promised said Eliaph to pay
him forty pounds Lawful money on demand with
Interest & there after said Obed on the same day the said
Eliaph he'd at the special request of said Obed given
bond for said Obed personal appearance before a County
Court holden at Hartford on the first Sunday of
November then next in the suit of one John Tinsdall
Esq^r & said Obed in consideration thereof promised
said Eliaph to indemnify him from all Cost & trouble
that should arise from his giving the Bond of Obed
& the said Eliaph says that by means thereof he has
been put to great trouble & forced to pay the sum of
thirty pounds Lawful money of which the said Obed has
notice Also for that said Obed at said Northampton on

Barner
vs
Foot
N 107

The eighth Day of May next then hundred Eighty four
by his Note promised said Abel Ellicott to pay him
Six pounds eight Shillings & six pence within one year
from the Date of said Note but said Abel tho often
requested never performed either of his said promises
to the Damage of said Ellicott fifty pounds the
parties appear & agree to have this Case continued
untill next term thereupon it is Considered by the
Court that said Parties have Day here untill the
second Tuesday of November February next

Loyd
Cornwell
N^o 100

Thomas Loyd of Greenwich in our County
of Hampshire Governor Officer William Cornwell of
said Greenwich Governor Deft Inapples of the Case for
that said William on the third Day of October last
was indebted to said Thomas in the sum of Nine
pounds Lawful money & the said William being thus
indebted promised said Thomas to pay him in the
same one year but said William tho often requested
never paid the same to the Damage of said Thomas
Eighteen pence - The Deft is now out of the Stat
& this Case is by order of Court continued untill
next term & that said parties have Day here untill
the second Tuesday of February next 1755)

Marvin
Hewrey
N^o 101

Ezra Marvin of Greenwich in our
County of Hampshire Appellant vs Joniah Hewrey
of said Greenwich Appellee in an appeal from the
Judgment of Oliver Phelps Esq^r one of the Justices of
said County - Inapples whereupon said Joniah
complained that said Ezra on the second Day of March
Seventeen hundred twenty nine became indebted to
said Joniah for fifty bushels & three pecks of Indian
Corn & twenty one bushels of Rye & oats which the said
Joniah then & there delivered to said Ezra & the said Ezra
afterwards paid part of the aforementioned debt but
said Ezra tho often requested that said Joniah has not paid
the residue to the Damage of said Joniah four pounds
It was Considered by the aforesaid Justice after
hearing their several proofs & allegations that the said
Joniah recover against said Ezra four pounds Lawful
money Damages & Costs taxed at thirteen shillings
& six pence from which Judgment the Ezra appeales
The parties appear & agree to have this Case continued
untill next term thereupon it is Considered by the
Court that said parties have Day here untill the
second Tuesday of February next -)

Obaidiah Dickinson of Westfield in our County of Hampshire 5/
 Gent^l Mr Josiah Snow of Southey in our said County
 of Hampshire Deft Inplea of Trespass the Case forthelaid
 Josiah et al^{vs} Southey on the last Day of September
 last was indebted to said Obaidiah in the sum of four
 pounds thirteen shillings & nine pence to Call him
 there of promised said Obaidiah to pay him the same
 and demand yet said Josiah tho^{tho} often requested never
 paid the same to the Damage of Obaidiah his p^{ro}viders
 the Deft being now three times publicly called to
 come into Court makes Default of appearance here
 thereupon it is considered by the Court that said
 Obaidiah recover against said Josiah four pounds five
 shillings & eight pence Damages & Costs taxed at
 one pound ten shillings & seven pence Exp^{ts} Feb 28th 1789

Dickinson
 Snow
 N^o 110

John Chester Williams of Hadley in our County of Hampshire Esq^r Mr Thomas Hastings
 of Wetherst in said County Gent^l Deft Inplea of Trespass
 on the Case for that said Thomas et al^{vs} Hadley on the
 last Day of August last was indebted to said Williams
 in the sum of ten shillings & four pence & in consideration
 thereof promised said Williams to pay him the same
 sum on demand altho^{tho} for that said Thomas on the
 twenty fifth day of August seventeen hundred eighty
 three by his note promised said Williams to pay
 him five pounds eight shillings & one penny on
 Demand with Interest yet said Thomas tho^{tho} often
 requested never paid the same to the Damage of
 said Williams & nine pence the Deft being now
 three times publicly called to come into Court
 makes Default of appearance here thereupon it is
 considered by the Court that said John Chester recover
 against said Thomas six pounds & thirteen shillings
 & six pence Damages & Costs taxed at one pound eleven shillings
 & six pence Whereupon the said Thomas by Simon
 Thomey Esq^r & appeals from the Judgment of this
 Court to the Supreme Judicial Court holden at
 Northampton in & for our County of Hampshire
 the last Tuesday of April next & he recognises
 with sureties at the Law Lists for said Hastings
 prosecuting his said Appeal with Effect whereby
 Recognizance on file appears DD

Williams
 Hastings
 N^o 111

John Champlin of South Kingston in the County
 of Washington & State of New York Plaintiff
 vs
 Asa Chaffee of Wilbraham in said
 County of Green Deft In place of the Case for that said
 Asa at said Wilbraham on the twenty third day of
 August last being indebted to said John in the sum of
 six pounds eight shillings for Labour & Service before
 that time at said Wilbraham done & performed
 By said John for said Asa at his the said Asa
 Special Request & in consideration thereof the
 said Asa promised said John to pay him the same
 on demand yet said Asa tho' often requested never
 paid the same to the damage of said John to wit
 the said Asa now appears by & through his
 Attorney & Defends the force & Injury & says he
 never promised in manner & form as the Plf has
 alleged & thereof puts himself on the Country & the
 said John likewise thereupon the Jurors of the
 Jury according to the former effect of the Statutes in
 such Case made & provided being duly sworn &
 empaneled at this time returned declare upon
 their Oath that they find that the Dft promised
 in manner & form as the Plf alleged & says
 Damages at four pounds five shillings & six pence
 thereupon it is considered by the Court that
 said John recover against said Asa the afore said
 sum of four pounds five shillings & six pence Damages
 & Costs taxed at seven pounds two shillings & eight
 pence Whereupon the said Asa in person proper
 person appears into Court & appeals from the Judgment
 of this Court to the Supreme Judicial Court
 holden at Northampton in & for our County of
 Hampshire the next Tuesday of April next &
 he recognises with sureties as the Law directs
 for his prosecuting his said appeal with effect

Trust
 vs
 Hamock
 (N 113)

James Trust of Springfield in our County
 of Hampshire Plaintiff vs
 William Hamock of Enfield
 in the County of Hartford & State of Connecticut
 Defendant Deft In place of the Case for that said
 William on the twenty first day of November sixteen
 hundred eighty three by a Note promised said James
 to pay him seven pounds & ten shillings on or before the
 first day of March next with Interest yet said
 William tho' often requested never paid the same to the
 damage of said James Nine pounds the parties appear
 & agree to have this Case continued untill next
 Term & their Judgment to be final thereupon it is
 considered by the Court that said parties have
 Day here untill the second Tuesday of February next

Elijah West of Ashfield in our County of Hampshire
Yeomen vs David Pelton & Joseph Pelton both of said
Ashfield Yeomen Defendants In a plea of trespass for that the
said David & Joseph with force & arms menaced & assaulted
him the said Elijah & beat & wounded & evilly intreated him
& did other wrongs to him the said Elijah & contrived him
Law against our peace to the Damage of said Elijah
twenty pounds. The Defendants plead & confess
Judgment for ten pounds Damages & full Costs which
the Plaintiff William Billings Esq accepts his
Attorney accepts

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West
vs
Pelton
(V113)

Oliver Phelps of Greenville in our County
of Hampshire Esq vs Elihu Murray late of
Suffolk in said County Yeoman Defendant In a plea of
trespass on the Case for that said Elihu at Hantsfield
in said County on the tenth day of August seven
teen hundred eighty three by his note promised
said Oliver to pay him twenty seven pounds ten
Shillings & nine pence one month with Interest yet
said Elihu tho often requested never paid the same
to the Damage of said Oliver forty pounds the Debt
being now three times publicly called to come into
Court makes default of appearance here thereupon
it is considered by the Court that said Oliver
recover against said Elihu thirty one pounds & five
Shillings Damages & Costs taxed at one pound &
thirteen shillings - Exm ip Nov 16th 1785

Phelps
vs
Murray
(V115)

Gilbert Harrison & John Anley both of the
City of London & Merchants of Great Britain Plaintiffs
vs Samuel Mlynec Esq of Boston in our County
of Suffolk Esq Defendant In a plea of trespass on the Case for
that said Otis at Springfield on the first day of May
seventeen hundred eighty five being jointly indebted to
the said Gilbert & John & John Harrison & Thomas
Harrison now deceased whom the Plaintiffs have revived
in the sum of five hundred & nine pounds & nineteen
Shillings Sterling money of Great Britain equal in
value to six hundred thirty seven pounds eight shillings
& nine pence Lawful money for divers goods wares &
merchandise there before that time sold & delivered
at said Otis special request & in consideration thereof
said Otis promised the Plaintiffs together with the said John
& Thomas to pay them the same on demand yet
said Otis tho often requested never paid the same
to the Damage of the Plaintiffs eight hundred pounds
The Plaintiffs pray by Certificate Strong Esq their Attorney
& move for a continuance of this Case untill next
term thereupon it is considered by the Court that
this Case be continued & that said parties here day
here untill the second Tuesday of January next

Harrisonal
vs
Otis
(V116)

Graves
vs
Phelps
N^o 117

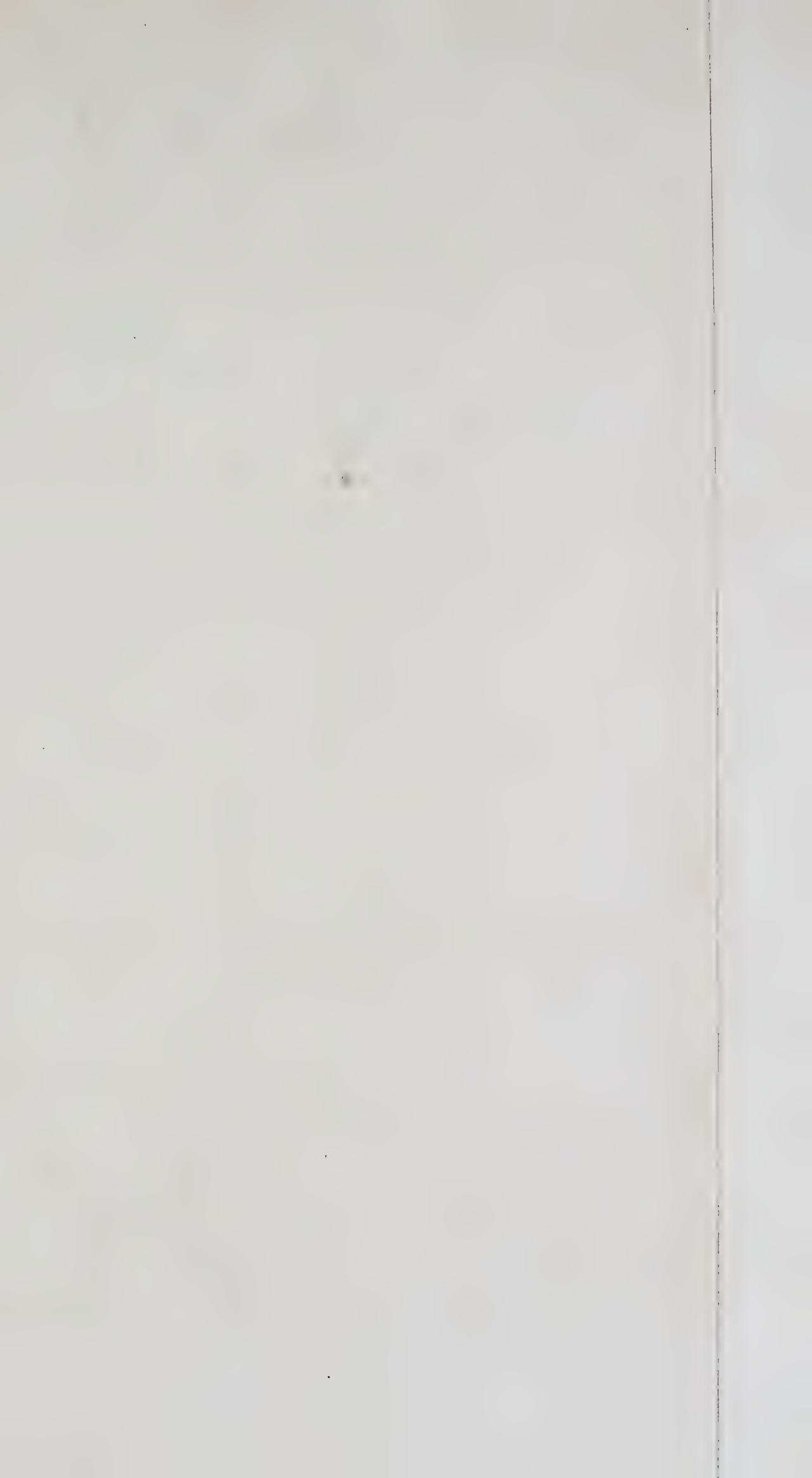
Moses Graves of Pittsfield in our County of Berkshire
Gent^r vs Joseph Phelps of Northampton in our
County of Hampshire Comon Pleas Defendant
Trespas on the Case for that said Joseph at said
Northampton on the twentieth day of December
twinteen hundred Eighty one by his Note promising
said Moses to pay him Eight pounds four shillings
and nine pence in three years from the Date of said
Note with Interest Yet said Joseph tho' often
requested never paid the same to the damage of
said Moses sixteen pounds the Debt being many
times publicly called to come into Court
makes Default of Appearance here thereupon it
is considered by the Court that said Moses recover
against said Joseph ten pounds three shillings
one penny Damages & Costs taxed two pounds
one shilling & two pence 00 Ex^o ip^o Nov^o 16th 1882

Daniels
vs
Buffington
N^o 118

Daniel Daniels of Northampton in our
County of Hampshire husband of Mrs Samuel
Buffington of Cumington in said County Gent^r
Def^t In action of trespass on the Case for that said
Daniel said Northampton on the Eighteenth day of
July last was possessed of one bay gelding seven years
old of the price of eighteen pounds as of his own
proper goods & chattels being so there of possessed
on the same Day out of his hundred proper signs he
capitally lost which same gelding on the fourteenth
Day of October last came to the hundred possession
of said Samuel by his finding the same & that
said Samuel knowing the same gelding to be the
proper gelding of said Dan yet contriving to
defraud the said Dan in this respect has unlawfully
the same gelding to said Dan to the Damage
of said Dan twenty four pounds the parties
appear & agree to have this Case continued
untill next term & then Judgment to be final thereupon
it is considered by the Court that said parties
have Day here untill the second Tuesday of
February next

Smith
vs
Williams
N^o 119

Chileab Smith of Hadley in our County
of Hampshire Comon Pleas vs William Williams of
Wilmington in the County of Windham & State of
Vermont Gent^r Def^t In action of the Case for that
said William at said Hadley on the twenty eighth day
of September twinteen hundred Eighty four by his
Note promising said Chileab to pay him twelve pounds
& five shillings in good & lawful money of New
England in one Month from the Date Yet said William tho' often
requested never performed his said promise to the
Damage of said Chileab fifteen pounds the Debt
being now three times publicly called to come
into Court makes Default of appearance here
thereupon it is considered by the Court that said
Chileab recover against said said William thirteen
pounds & three pence Damages & Costs taxed at
two pounds one shilling & four pence
Ex^o ip^o Feb^o 11th 1884
In foregoing Judgments Orders &c being made & entered up in
Manus as aforesaid and then the same being approved
without Day
Attest Robt Black Clerk



Hampshire At the Court of Common Pleas
holden at Northampton in and for the
County of Hampshire on the second Tues
day of February being the 14th day of the
said Month and from Day to Day to
the 22^d day of the same month Anno
Domini 1786

February
Term
1786.

Justices of the said
Court present -
Oliver Porter Esq^r
John Bliff Esq^r
Samuel Mather Esq^r

Jury of Trials -
Chas. Lynam Jur^r Tammⁿ } 1st
Sam^l Bush Jur^r }
Silas Clark } 4th
Sam^l Wright }
Lev^r Moody } Jur^r
Joseph Pelletier Esq^r }
J^o Shumway } 1st
Thos^l Gates } 2^d
J^o Morton } 3^d
Perz Hastings } 4th
Elisha Shinn } 5th
Sam^l Marsh } 6th
Sam^l Cook } 7th

2^d day was tried of Case Silas Towbridge at vs Dav^r Fowler
3^d day Sara Clap vs Tim^o Mills &
6th Th^o Hill vs Antisbury
7th John Gibbs vs Thim^r Mixer
Moses Ashapp vs Thos^l Douglass Esq^r
J^o Quack vs Thim^r Hamner
Belchamster Jurors deposed
8th Ray vs Richardson Henry Porter
& Linn^r Lynam de Tol^r were on

Purcell
vs
Baker

Brinsford Purcell of Ware in our County of Hampshire
Trader vs Elisha Baker Yeoman & Natham Nichols
Trader both of Wiltshire in our County of Berkshire
Defrs In a plea ceas of record heretofore the parties
appear & Elizer Porter & others Referees on this
Case bring into Court their award & award judge &
determine that said Elisha recover against said
Brinsford the costs of Difference & the costs of Court
taxed by the Court thereupon it is considered by the
Court that said Elisha recover against said Brinsford
his costs taxed at twelve pounds & six shillings
Ex^{ist} Feb 23rd 1786

Proot
vs
Stiles

Jacob Proot of Broomfield in our County of
Albany & State of New York Yeoman vs
Sol Stiles Junr of Greenville in our County of Hampshire
Yeoman Defr In a plea ceas of record heretofore the
parties appear & agree to have this Case &c. tried
untill next term under the former Rule the upon
it is considered by the Court that said parties have Day
here untill the third Tuesday of May next

Cotton
vs
Brewer

Andrew Cotton of Springfield in the County of Hampshire
Cordwainer vs Jos Brewer of the same Springfield Yeoman
Defr in a Plea ceas of record heretofore the parties
appear and agree to a continuance and it is considered
by the Court that they have Day here in Court untill
the third Tuesday of May next

Lee
vs
Nelson

John Lee Junr of Westfield in our County
of Hampshire Yeoman vs Stephen Nelson of
Upton in our County of Worcester Yeoman Defr In a plea
ceas of record heretofore the Defr being now three times
publicly called to come into Court makes Default of
Appearance here the Plf is non suit & the action dismissed

Northrup
vs
Damon

Jos Northrup of the City & County of New Haven &
State of Connecticut Gent vs Peter Damon of Sudbury
in our County of Hampshire Yeoman Defr In a plea ceas
of record heretofore the parties appear & Jonathan Dwight
& al referees on this Case bring into Court their award
& award that said Jos recover against said Peter twenty
pounds & seventeen shillings Damages thereupon it is
considered by the Court that said Jos recover against
said Peter twenty pounds & seventeen shillings Damages
& Costs taxed at five pounds five shillings & ten pence
Ex^{ist} Feb 24th 1786

Thayer
vs
Dickinson

Caleb Thayer of Shelburne in our County of
Hampshire Yeoman vs David Dickinson of Deerfield in
our County Gent Defr In a plea ceas of record heretofore
the parties appear & Hugh McCallan & al referees on this
Case bring into Court their award & award judge & determine
that said David do recover against said Caleb six pounds
ten shillings and six pence Damages together with four pounds
seven shillings & two pence Costs of Difference & Costs of Court
& taxed by the Court &c And it is considered by the
Court that David do recover against said Caleb six pounds
ten shillings & six pence Damages & Costs of Court taxed at £
and three pence

Oliver Phelps of Greenville in our County of Hampshire
vs
Mills of Winster in the County of
Hampshire
Geomens Pleas Deft In plea
of record heretofore William Benson Esq
on this case come into Court & answered that the said Oliver
recover against said Stone three pounds six shillings &
seven pence thereupon it is considered by the Court that
said Oliver recover against said Stone three pounds six
shillings & seven pence Damages Legal fees & cost at 21. 84
over 16. 1788

William Fowler of Westfield in our County of
Hampshire Geomens Pleas Silas Fowler David Fowler &
Daniel Fowler all of said Westfield Defts In plea
of record heretofore the parties appear & agree to have
this case continued untill next term under the former
Rule thereupon it is considered by the Court that
said parties have Day here untill the third Tuesday
of May next

Jenny Gunn of Springfield in our County
vs
Solomon Brewer of
Hampshire a Negro Woman Pleas Solomon Brewer of
Springfield Geomens Deft In plea
of record heretofore the Plf being now three times publicly
called to come into Court is Non suit the Deft appears
& prays that his costs may be allowed him thereupon
it is considered by the Court that said Solomon recover
against said Jenny the sum of

John Shick of Monson in our County of
Hampshire Geomens Pleas Elijah Newel Jonathan
Chapin & Nathaniel Shick all of said Monson Defts
In plea of record heretofore the Deft
being now three times publicly called to come into
Court makes Default & Appearance here the Plf is
Non suit & the Action dismissed

Benjamin Thompson of Ware in our County
vs
Benjamin Billings
of Belchertown in said County Geomens Deft In
plea of record heretofore the Plf now appears
& moves for a continuance of this case untill next
term thereupon it is considered by the Court that
said parties have Day here untill the third Tuesday
of May next

Thomas Francis of Southwick in our County
vs
Abner Fowler of said
Southwick Geomens Pleas Deft In plea
of record heretofore the parties appear & agree to have this case continued
untill next term under the former Rule thereupon it
is considered by the Court that said parties have
Day here untill the third Tuesday of May next

George Granger of Southwick in our County of
Hampshire Geomens Pleas Plurals of Westfield in said
County Geomens Deft In plea of record heretofore the
Plf appears on this case answered that said George recover
against said Stone six pounds six shillings & eight pence
thereupon it is considered by the Court that said
George recover against said Stone six pounds six shillings
& eight pence Lawful money Damages & costs taxed at
five pounds six pence Exp^d at March 1st 1786

Sifth
vs
Symons

Whithable Sith of Montague in our County of
Hampshire Widow M^{rs} Cornelius Symons of Northam
pton in said County Gent^l Deft Inpleasur of
Dreory heretofore the Deft being now three times
publicly called to come into Court made default of
Appearance here the M^{rs}'s Nonsumit & the action
Dismissed

Wilbech
vs
Tollensbe

Thomas A. Wilbech in the County of Albany
& State of New York Yeoman M^{rs} Thomas Tollensbe
tah of Boston in our County of Suffolk Gent^l Deft Ina
pleasur of Dreory heretofore the Deft being now three
times publicly called to come into Court made default
of Appearance here thereupon it is considered by the Court
that said Wilbech recover against said Tollensbe the
sum of
Damages & Costs taxed at four pence eighteen
Shillings & four pence

Fowler
vs
Fowler

John Fowler & the said David Fowler De^{ts} Kings as Parties of Record here
the Defs appear as David says he never heard of John & John has alleged a third
party joined up on the Court & the M^{rs} & the Defs are cancelled & sworn to by
the J^{rs} declare upon that that they find the Defs never joined & included it is
considered by the Court that said David do nothing against said John & John his Costs
taxed at 4 s & 4 d - Whereupon the J^{rs} by Theodore Legare to the M^{rs} appeal
from the Judgment of the Court to the Supreme Judicial Court to be holden at
Northampton & payed the said Tuesday of April next by recognizance with sureties
as the J^{rs} direct for their prosecuting appeal with effect as by
the J^{rs} appear

Wilson
vs
Washburn

John Wilson Junr of Warwick in our County of
Hampshire Physician M^{rs} Joseph Washburn of New
Brentree in our County of Worcester tender Deft In
a pleasur of record heretofore The Deft now appears
by Dwight Foster Esq^r his attorney & defends & referring
Liberty to plead anew at the Supreme Court saying he is
not guilty in manner & form as the M^{rs} has alleged &
puts himself on the Country & the said John by John Porter
his attorney consenting to the above Preservation says that
the plea pleaded by said Joseph is bad & that he is not bound
by Law to answer thereto which he is ready to verify &
thats of proof that his Damages & Costs may be allowed him
& the said Joseph says his plea aforesaid is sufficient
thereupon all & singular the premises being heard & now
fully understood by the Court it is considered by the Court
that the plea above pleaded by the said Joseph is not a
sufficient answer to the Declaration of said John & that
the said John recover against said Joseph six pounds
six shillings & ten pence Damages & Costs taxed at three pounds
thirteen shillings & two pence Whereupon the said Joseph by
Dwight Foster Esq^r appeals from the Judgment of this
Court to the Supreme Judicial Court to be holden at Northampton
in & for our County of Hampshire the last Tuesday of
April next & he recognizance with sureties as the Law directs
for said Joseph prosecuting said Appeal with effect as by
said Recognizance on file appears

Phillips
vs
Leonard

Gideon Phillips & Simon Phillips Yeomen Lucy
Phillips & Simon Phillips Spinners all of West Springfield in
our County of Hampshire M^{rs} Joseph Leonard Clerk of said
West Springfield Yeoman Deft Inpleasur of record hereto
fore this now ordered by the Court that this Cause be
continued until next term that Edward Taylor be
appointed surveyor instead of Mr. Brown & that said parties
have day here until the third Tuesday of May next

Thomas Wilther of Boston in our County of Suffolk. Esq.
Plff vs David Mitchell late of Southbury in our County of
Hampshire Esq. at & against the of James Lockwood Esq.
Abandoning Debtor in said Capacity Doft Mr Lockwood's trustee
a plea & case of record heretofore the parties appear & agree
to have this case continued untill next term thereupon
it is considered by the Court that said parties shew day
here untill the third Tuesday of May next

Wilther
vs
Lockwood's trustee
Ashm
vs
Webster

Jonas Ashm of Washington in our
County of Berkshire Yeoman Plff vs Constant Webster
of Washington in our County of Hampshire Yeoman
Doft In a plea case of record heretofore the Plff being
now three times publicly called to come into Court
is & non vid the Plff appears & prays that his costs may
be allowed him thereupon it is considered by the Court
that said Webster recover against said Jonathan his
costs taxed at £1.10.0

Samuel Buffington of Gunnington in our County of
Hampshire Gent. Plff vs Ebenezer Putney
of Cheshirefield in said County Yeoman Doft In a plea
case of record heretofore & Vincenta Putney & others
sufferers on this case bring into Court their former
award which is accepted thereupon it is considered by
the Court that said Ebenezer recover against said
Samuel his costs taxed at £7.12.11 & 1/2
Rem'd May 21. 1786

Putney

Seremiah Bishop of Windsor in the County of
Windsor & State of Vermont Gent. Plff vs John Maud
ville of Southwick in our County of Hampshire Yeoman
Doft In a plea case of record heretofore the parties appear
& agree to refer this case to the exoner Judgment &
determination of John Ayres, Elijah Dwight, Joseph
White & the award of them or either two of them to
be final. and said parties have day here in Court untill
the third Tuesday of May next

Bishop
vs
Maudville

Obadiah Dickinson of Hatfield in our County
of Hampshire Gent. Plff vs Adonijah Taylor of Deerfield Dickinson
in said County Doft In a plea case of record heretofore
the Plff being now three times publicly called to come
into Court makes Default of appearance here thereupon
it is considered by the Court that said Obadiah recover
against said Taylor one hundred & fifteen pounds nineteen
shillings & six pence Damages & costs taxed at two
pounds two shillings & six pence Ex ip. July 23. 1786

Dickinson
vs
Taylor

Joseph Pruggles of Northwick in our County of
Worcester Yeoman Plff vs John Fild late of Amherst in our
County of Hampshire Doft In a plea case of record
heretofore the Plff being now three times publicly called
to come into Court makes Default of appearance here
thereupon it is considered by the Court that said Joseph
recover against said John the sum of six pounds
three shillings & six pence Damages & costs taxed at
£4.17.8 & 1/2
Rem'd April 4. 1787

Pruggles
vs
Fild

Walt
or
Clark

10th Writ of Habeas in our County of Hampshire
Yeoman Mr William Clark of Windsor in our County of
Dorsetshire Yeoman Deft In a plea & case of record
heretofore the Deft being now three times publicly
called to come into Court makes Default of appearance
here thereupon it is considered by the Court that said
Walt recover against said Clark the sum of twenty one
pounds eight shillings & four pence Damages & Costs taxed
at £ 21. 4. 2 & thereupon Ex^{is} April 4. 1786

Walker
or
Abercrombie

John Walker of Hildes in our County of
Hampshire tradesman & Lurcher his wife Executors of
the last will & testament of Benjamin Holt late of
said Hildes Deft in said capacity of Pl^{ff} vs Robert
Abercrombie of Althorp in our County of said Hildes
Deft In a plea & case of record heretofore Oliver Smith
& others Preferrers on this Case bring into Court their
award & award that said Walker recover against said
Robert three pounds seven shillings & two pence thereupon
it is considered by the Court that said John recover
against said Robert three pounds seven shillings &
two pence Damages & Costs taxed at two pounds eighteen
shillings & five pence

Gill
or
Converse

Elizabeth Gill of Severett in our County of
Hampshire Widow Pl^{ff} vs James Converse late of said
Severett Yeoman Deft In a plea & case of record heretofore
Joseph Shott & others Preferrers on this Case award that said
Elizabeth recover against said James five pounds one
shilling & one penny thereupon it is considered by the
Court that said Elizabeth recover against said James
five pounds one shilling & one penny Damages & Costs
taxed at ten pounds one shilling & two pence

Ex^{is} March 3rd 1786

Wood
or
Sabin

Wood of
John Monson in our County of Hampshire
Yeoman Pl^{ff} vs Noah Sabin of said Monson Yeoman
Deft In a plea & case of record heretofore the Deft being
now three times publicly called to come into Court
makes Default of appearance here thereupon it is
considered by the Court that said John recover against
said Noah forty four pounds one shilling eight pence
Damages & Costs taxed at two pounds eighteen shillings
& two pence Ex^{is} Feb 23rd 1786

Church
or
Smith

James Church of the City & County of
Hertfordshire State of Connecticut Merchant Pl^{ff} vs John
Smith of Springfield in our County of Hampshire
Yeoman Deft In a plea & case of record heretofore the Deft
being now three times publicly called to come into
Court makes Default of appearance here thereupon
it is considered by the Court that said James recover
against said John eleven pounds four shillings & two
pence Damages & Costs taxed at three pounds two
shillings & six pence Ex^{is} Feb 25th 1786

Clay
Mills

Esra Clapp of Westfield in our County of Hampshire
 Innholder Plffs Timothy & Mills of Stillwater in the
 County of Albany & State of New York Gent & Lowell
 Thomas of said Westfield Innholder Dfts Insuperior
 of record heretofore the Dfts now appear & defend
 the force & Injury & for plea say they are not guilty
 never promised in manner & form as the Plffs
 alleged & they put themselves on the Country
 & the Plff likewise thereupon the Jurors of the Jury
 according to the form & effect of the Statutes in such
 case made & provided being duly sworn & empannelled
 at this time Returned & declare upon their oaths by
 their Verdict their Foremen that they find that the
 Dfts never promised in manner & form as the
 Plff alleged thereupon it is considered by the
 Court that said Timothy & Lowell recover against
 said Esra their Costs taxed at three pounds twelve
 shillings thereupon the said Esra by Walter Esq.
 his attorney appeals from the Judgment of this
 Court to the supreme Judicial Court holden at
 Northampton in & for our County of Hampshire
 the first Tuesday of April next & he recognizes
 his said appeal with effect & by said Recognition on
 file appears—

David Fowler Junr of Southwick in our
 County of Hampshire Govern Plffs Abner Fowler
 of said Southwick Govern Dft Insuperior & as of record
 heretofore - Oliver Phelps Esq. & others referees on this
 case award that said David recover against said Abner
 thirty five pounds six shillings & two pence thereupon it
 is considered by the Court that said David recover
 against said Abner thirty five pounds six shillings & two
 pence Damages & Costs taxed nine pounds two
 shillings & five pence Exa ipd March 1st 1786

Fowler
Fowler

David Fowler Junr of Southwick in our
 County of Hampshire Govern Plff vs Silas Fowler
 of said Southwick Gent Dft Insuperior & as of
 record heretofore - Oliver Phelps Esq. & others referees
 on this case award that said David recover against
 said Silas twenty pounds thirteen shillings & two pence
 thereupon it is considered by the Court that said
 David recover against said Silas twenty pounds
 thirteen shillings & two pence Damages & Costs taxed
 at Nine pounds five shillings & two pence Exa ipd March 1st 1786

Fowler
Fowler

William Cook of Hadley in our County
 of Hampshire Govern Plffs George Hodge of said
 Hadley agent Trustee of Samuel Cook an absentee
 in our County Dft Insuperior & as of record heretofore
 the Dft being now three times publicly called to
 come into Court & in default of Appearance here
 thereupon it is considered by the Court that said
 William recover against said George thirty pounds
 Damages & Costs taxed at two pounds one shilling
 & two pence

Cook
Cook

Porter
vs
Heaton

John Porter of Hadley in our County of Hampshire
Esq^r & Sheriff of the same County vs James Heaton
late of Shelburne in said County Yeoman & others
Heaton of Charlton in said County Physician &c
In plea x^c of Pleas heretofore the parties appear
& agree to have this case continued untill next
term thereupon it is considered by the Court that
said parties have Day here untill the third Sunday of
May next — 1785

Campbell
vs
Learnee

Thomas Campbell of Southwick in our County
of Hampshire Yeoman vs Jeremiah Learnee of
Exford in our County of Gloucester & Administrator
on the estate of Jeremiah Learnee late of Leicester
Dee^x in said Capacity Deft In plea x^c of record
heretofore the Deft being now three times publicly
called to come into Court is Nonest the Deft now
appears & prays that his Costs may be allowed him
thereupon it is considered by the Court that said
Jeremiah recover against said Thomas his Costs taxed
at three pence seven shillings & sixpence Ex^{ip} Feb^y 23rd 1786

Gordon
vs
Daniels

Samuel Gordon of Mounton in the County
of Wiltshire & State of ~~England~~ Connecticut vs
Nathaniel Daniels of Worthington in our County of
Hampshire & Sarah his wife Administrators on the estate
of Phineas Herrick late of said Worthington Dee^x in
said Capacity Defts In plea x^c of record heretofore
the Defts being now three times publicly called to
come into Court makes default of appearance here
thereupon it is considered by the Court that said Samuel
recover against said Nathaniel twenty three pence
seven shillings & tenpence Damages & Costs taxed at
four pence & one shilling Ex^{ip} Feb^y 23rd 1786

Walker
vs
Bogg

Elijah Walker of Bletchington in this County Yeoman vs Noble
Bogg of the same Bletchington Yeoman Deft in a Plea as is
of record heretofore The Deft appears & prays Judgment And it
is considered that ^{to} Elijah do recover against ^{to} Noble nine
pounds sixteen shillings Damages & Costs of this taxed at
£ 5. 11 & thereupon Ex^{ip} Feb^y 23rd 1786

Ingersoll
vs
Grower

John Ingersoll of Westfield in our County of Hampshire
Esq^r vs Moses Grower of Pittsfield in our County
of Berkshire Deft in a plea x^c of record heretofore
the Deft being now three times publicly called to come
into Court makes default of appearance here thereupon
it is considered by the Court that said John recover
against said Moses six pounds & six shillings Damages &
Costs taxed at one pound seven shillings & sixpence
Ex^{ip} Feb^y 27th 1786

Abel Whitney of Westfield in our County of Hampshire
gentl^r Plff^r & Chamber Miller of West Springfield in
said County Def^t In a plea as of record heretofore
the Def^t appeared as of record heretofore the Def^t being
now three times publicly called to come into Court
makes Default of appearance here thereupon it
is considered by the Court that said Abel recover
against said Miller ten pounds ten shillings & seven
pence Damages & Costs taxed at one pound & fourteen
shillings Ex^{ist} Feb 24th 1786

Whitney
vs
Miller

Timothy Danielson of Brimfield in our County
of Hampshire Esq^r Plff^r Benjamin Merrick of
said Brimfield yeoman Def^t In a plea as of record
heretofore the Def^t being now three times publicly
called to come into Court makes default of appearance
here thereupon it is considered by the Court that said
Timothy recover against said Benjamin nineteen
pounds nine shillings & one penny Damages & Costs
taxed at two pounds & six pence Ex^{ist} Feb 28th 1786

Danielson
vs
Merrick

Elisha Johnson of Orange in our County
of Hampshire husbandman Plff^r Isaac Bullard
of the same Orange husbandman Def^t In a plea as of
record heretofore the Def^t being now three times
publicly called to come into Court makes default of
appearance here thereupon it is considered by
the Court that said Elisha recover against said
Isaac the sum of six pounds five shillings & four pence
Damages & Costs of such taxed at £ 3^l 10^s & three pence
Ex^{ist} Feb 12th 1786

Johnson
vs
Bullard

John Worthington of Springfield in our
County of Hampshire Esq^r Plff^r Isaac Pease of
said in the County of Hartford & State of Connecticut
yeoman Def^t In a plea as of record heretofore
the parties appear & agree to have this case continued
untill next term thereupon it is considered by the
Court that said parties recover against each other
Day here untill the third Tuesday of May next

Worthington
vs
Pease

Isaac Strong of Wetherington in our County
of Hampshire yeoman Plff^r Ebenezer Phillips of
Chesterfield in said County agent & trustee of Joel
Gustin late of Goshen in said County an absentee in
said County Def^t In a plea as of record heretofore
the Def^t being now three times publicly called to
come into Court makes default of appearance here
the Plff is Nonuit & the action dismissed

Strong
vs
Phillips

Daniel Tallcott of Hebron in the County of
Hartford & State of Connecticut yeoman Plff^r John
Troy of Chester in our County of Hampshire yeoman Def^t
In a plea as of record heretofore the Def^t being now three
times publicly called to come into Court makes
Default of appearance here thereupon it is considered
by the Court that said Daniel recover against said
Troy the sum of six pounds nine shillings & three pence
Damages & Costs of such taxed at £ 2^l 10^s & three pence
Ex^{ist} Mar 1st 1786

Tallcott
vs
Troy

Childs
vs
French

David Childs of Conway in our County of Hampshire
Gordwainer M^r Thomas French of said Conway Gent^l
Def^t In a plea years of record heretofore the Def^t being
now three times publicly called to come into Court
makes Default of Appearance here thereupon it is
considered by the Court that said David recover
against said Thomas the sum of

Allen
vs
White

Samuel Allen of Northampton in the County of Hampshire Gent^l
M^r Samuel White of
the as of record heretofore the Def^t appears at the Def^t the three
times called to come into Court makes Default of Appearance here
thereupon it is considered by the Court that said Sam^l do recover against said Samuel
five pounds of lawful money damages & Costs of such taxed at
£19.6 & the exp^d Ex^o up^d Apr 5. 1786

Baker
vs
Thayer

John Baker of Northampton in our County
of Hampshire Gent^l M^r Levi Thayer of Milford in
our County of Worcester Def^t In a plea years of record
heretofore the Def^t being now three times publicly
called to come into Court makes Default of Appearance
here thereupon it is considered by the Court that
said John recover against said Levi two hundred & five
pounds three shillings & two pence Damages & Costs
taxed at two pounds three shillings & six pence

Commonwealth
vs
Daniels

The Commonwealth of Massachusetts vs Dan Daniels of
Northampton in the County of Hampshire Def^t In a plea years of record
heretofore the Def^t appears and said Dan the solemnly called to
come into Court makes Default of Appearance here thereupon it is
considered by the Court that said Dan do recover against the Five pounds
lawful money Debt & Costs of such taxed at £14.10

Dickinson
vs
Paine

Northaniel Dickinson of Bennington in
the County of Bennington & State of Vermont Physician
M^r North Paine of Cummington in our County
of Hampshire Gent^l Def^t In a plea years of record
heretofore the Def^t being now three times publicly
called to come into Court makes Default of Appearance
here thereupon it is considered by the Court that said
Northaniel recover against said North twenty pounds
five shillings & nine pence Damages & Costs taxed at
three pounds & ten shillings Ex^o up^d Feb 23^d 1786

Graves
vs
Boyd

David Graves of New Lebanon in the County
of Albany & State of Connecticut housewright M^r
William Boyd of Williamburgh in our County of Hampshire
Gent^l Def^t In a plea years of record heretofore the
Def^t being now three times publicly called to come
into Court makes Default of Appearance here thereupon
it is considered by the Court that said David
recover against said William the sum of

James Hunt of Williamstown in our County of Hampshire Yeoman
vs Silas Farr of Holdley in said County Yeoman Defendant
please us of record heretofore the Plaintiff being now three
times publicly called to come into Court is Non suit the
Defendant prays that his Costs may be allowed him
thereupon it is considered by the Court that said Silas recover
against said James his Costs taxed at two pence seventeen
shillings & two pence -

65

Hunt
vs
Farr

Joseph Lane of Winton in the County of
Hampshire & State of Connecticut husbandman vs
Samuel Miner of Warrington in our County of
Hampshire husbandman Defendant please us of record
heretofore the Plaintiff being now three times publicly called
to come into Court makes Default of appearance here
thereupon it is considered by the Court that said Joseph
recover against said Samuel seven pounds ten shillings
& eight pence Damages & Costs taxed at two pence &
nine shillings - Exrist July 23rd 1786 -

Lane
vs
Miner

William Symon of Northampton in our
County of Hampshire Gentl vs Levi Thayer of the same
in our County of Worcester Deft In plea & us of record
heretofore the Deft being out of the State this Case is
continued by order of Law untill next term thereupon
it is considered by the Court that said parties have
Day here untill the third Tuesday of May next

Symon
vs
Thayer

Jacob Melvin of Cummington in our
County of Hampshire Yeoman vs Joseph Symon
of Northampton in said County Gentl Deft In plea
& us of record heretofore the Deft being now three times
publicly called to come into Court makes Default of
appearance here the Plaintiff non suit & the Cause dismissed

Melvin
vs
Symon

Adonijah Stamborough in the County of Stamborough
Duchess & State of New York vs James Upham of
Greenfield in our County of Hampshire Deft In plea
& us of record heretofore the parties appear & agree to
have this Case continued untill next term under the
former Rule thereupon it is considered by the Court
that said Adonijah recover against said James parties
have Day here untill the third Tuesday of May next

Upham

Joniah Torrey of Boston in our County of
Suffolk Yeoman vs Geo Symon of Northampton
in our County of Hampshire husbandman Deft In plea
& us of record heretofore the parties appear &
submit this Case to the power & Judgment & Determination
of Elisha Hunt Doctor & Clement Hunt & Jonathan Andrews Esq
but if the Plaintiff should not agree to this rule it is to be set
aside & the Case brought to Trial at next August term

Torrey
vs
Symon

Abraham Hill of Oxford in our County of
Worcester Clerk vs the Inhabitants of Shutesbury in our
County of Hampshire Deft In plea & us of record heretofore
the Deft now appearing Theodore Sigworth Esq & say they never
promised in manner & form as the Plaintiff alleges & thereupon
they withdraw from the Country & the Plaintiff likewise thereupon the Jurors
of the Jury according to the form & effect of the Statute in
such Case made & provided being duly sworn & sworn nullo die at this time
returne & declare upon their oaths that they find the Deft promised as
the Plaintiff alleges & a sum of money out of the said forty four pounds and
nine shillings & eight pence thereupon the said Abraham Hill in and through
appeals from the Judgment of this Court to the supreme Judicial
Court holden at Northampton in & for our County of Hampshire
the last Tuesday of April next he recognizeth with sureties as the Law
directs forwithe the said appeals & prosecuting his said appeal with effect & duty
said the said Abraham Hill appears

Hill
vs
Inhabitants of
Shutesbury

Strong
vs
Howe

Simon Strong of Amherst in our County of Hampshire Esq^r vs Aaron Howe of Germany in said County Deft In appearance of whom heretofore the Deft being now three times publicly called to come into Court neither Default of Appearance here thereupon it is considered by the Court that said Simon recover against said Aaron four pounds & twelve shillings & damages & Costs taxed at one pound sixteen shillings & nine pence Ex^{ra} ip^so Feb 25th 1786

Wether
vs
Dreiner

John Wether of Hadley in our County of Hampshire & Lucetta his wife Sole Executrix of the last Will & Testament of Benjamin Gold but of said Hadley Deceased vs said Joseph Dreiner of said Hadley Defendant In appearance of record heretofore the Deft appearing & moving for continuance of this case until next term the request is considered by the Court that this case be continued until next term & that said parties have Day here until the third Tuesday of May next next

Mose
vs
Cernwell

Jemil Mose of Greenville in our County of Hampshire Esq^r vs William Cernwell of said Greenville Defendant In appearance of record heretofore the Deft being now three times publicly called to come into Court neither Default of Appearance here thereupon it is considered by the Court that said Jemil recover against said William twenty two pounds sixteen shillings & ten pence & damages & Costs taxed at two pounds five shillings & one penny - Ex^{ra} ip^so Feb 25th 1786

Thendall
vs
Nichols

Samuel Thendall of New Salem in our County of Hampshire Esq^r vs Timothy Nichols of New Britain in our County of Worcester Defendant In appearance of record heretofore the Deft being now three times publicly called to come into Court neither Default of Appearance here thereupon it is considered by the Court that said Samuel recover against said Timothy Eighteen pounds Eleven shillings & nine pence & damages & Costs taxed at two pounds fifteen shillings & nine pence Ex^{ra} ip^so Feb 23rd 1786

Cooper
vs
Thing

Lamberton Cooper of Middletown in the County of Middlesex & State of Connecticut Esq^r vs Abel Thing of Wilbraham in our County of Hampshire Defendant In appearance of record heretofore the Deft being now three times publicly called to come into Court neither Default of Appearance here thereupon it is considered by the Court that said Lamberton recover against said Abel eight pounds ten shillings & five pence & damages & Costs taxed at two pounds two shillings & two pence Ex^{ra} ip^so Feb 25th 1786

Serry
vs
Thing

John Serry of Enfield in the County of Newford & State of Connecticut Esq^r vs Abel Thing of Wilbraham in our County of Hampshire Defendant In appearance of record heretofore the Deft being now three times publicly called to come into Court neither Default of Appearance here the Deft is non suit & the Cause is dismissed

Thomas Cotton of Longmeadow in the County of Hampshire
Yeoman & Joseph Hills late of Enfield in the County
of Hertford & State of Connecticut Yeomen & Ift I am
pleased to record here before the Court being now three
times publicly called to come into Court which default
of appearance here thereupon it is considered by the Court
that said Thomas recover against said Joseph five pounds
eighteen shillings & eight pence Damages & Costs taxed at
one pound & sixteen shillings & eight pence
Ex'p 26th 1786

Cotton
Hills

Thomas Bliff of Springfield in our County of
Hampshire Yeoman & Daniel Jones of Haverhill in
County of New Hampshire Ift I am pleased to record here before
the Court being now three times publicly called to come
into Court which default of appearance here
thereupon it is considered by the Court that said
Bliff is non suit & the Action dismissed

Bliff
Jones

Thomas Hills of Haverhill in the County
of Hertford & State of Connecticut Yeoman & Ift I am
pleased to record here before the Court being now three
times publicly called to come into Court
which default of appearance here thereupon it is
considered by the Court that said Thomas recover against
said Jones the sum of Forty five pounds & four pence
Damages & Costs of such process & Ex'p 22th March 1786

Hills
Ballou

Seven Cartelbrooks of Montague in our
County of Hampshire Yeoman & Ift I am pleased to record here before the Court being now three
times publicly called to come into Court which default of
appearance here thereupon it is considered by the Court
that said Seven recover against said Nutter
& Luke the sum of

Cartelbrooks
Montague

Jonathan Nutter & John Miller both of
White town in the County of Middlesex & State of
Connecticut Gent^l Executors of the last will & testament
of Sarah Nutter late of said White town deceased & in
our County of Hampshire Yeoman & Ift I am pleased to record here before the Court being now three
times publicly called to come into Court which default of
appearance here thereupon it is considered by the Court
that said Nutter & Miller recover against said Elijah eight
pounds one shilling & eleven pence Damages & Costs
taxed at two pounds one shilling & four pence
Ex'p 26th 1786

Nutter
Miller

John Nutter John Culwell both of the City & County
of Hartford & State of Connecticut Gent^l & Benjamin
in the estate of Samuel Nutter late of said Hartford deceased
& in said Capacity Ift I am pleased to record here before the Court being now three
times publicly called to come into Court which
default of appearance here the Nutter is non suit & the action
dismissed

Nutter
Miller

[illegible][illegible][illegible][illegible]

I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the purchase of land in the town of Newbury, Mass. I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the purchase of land in the town of Newbury, Mass. I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the purchase of land in the town of Newbury, Mass.

[illegible]

John Daniels of Worthington in our County of Hampshire
husband deceased vs Samuel Buffington of Bournemouth
in said County Gent^l Def^t Inpleade a^d of record herebefore
the Def^t being now three times publicly called to come
into Court neither Default of appearance here the reason
it is considered by the Court that said I am recover
against said Samuel the sum of

67

Daniels
Buffington

Moses Sash of Worthington in our County of
Hampshire vs Negro man & Appellant vs Thomas James
Daggle of Exorwich in said County & Appellee on appeal
former Judgment obtained before William Pymcheon
Esq^r one of the Justices of our County of Hampshire
wherein the said Thomas James was original Plaintiff
whereof the passage the case said I was at Exorwich
on the twenty sixth day of September last with force & arms
broke & entered the Old Court & carried away with him
destroyed four hundred weight of hay the property of the
said Thomas James then there being of the value of
Eight Shillings Lawful money all which is contrary to
Law & against the peace of this Commonwealth to the
Damage of said Thomas James thirty shillings & after
hearing the said parties with their several pleas & allegations
it was by said William determined that the said Moses
plea was insufficient & that the said Thomas James recover
against said Moses Eight shillings Damages & Costs of
Court taxed at forty five shillings from the above Judgment
the said Moses appealed & now appears by Galibethong
Esq^r & puts himself on the Country for trial thereupon
the Jurors of the Jury according to the form & effect of the
Statute in such Case made & provided being duly sworn
Symonell at this time returned Come here w^ho to say
the truth concerning the premises declare upon their oaths
by Elias Symon their foreman that they think the
said Appellant is not guilty thereupon it is considered by
the Court that said Moses recover against said Thomas
James his Costs taxed at Eight pounds eight shillings & four
pence

Sash
Daggle
N^o 1

Ex^{ra} v^{is} July 23rd 1786

Phillip Carrier of Southampton in our County of Hampshire
vs Carrier of Montague in said County Yeoman & Appellant
of trespass on the Case for that said Carrier at
said Montague on the seventh day of July last by
his own premises said Phillip to deliver thirty
cwt of good sweet Guaiacum by the fifteenth day
of said July & said Phillip says he has always been
ready to receive the same yet said Carrier the requested
fifteen pence the Def^t being now three times
publicly called to come into Court neither Default
of appearance here thereupon it is considered by
the Court that said Phillip recover against
said Carrier ten pounds seven shillings Damages
& Costs taxed at one pound twelve shillings &
seven pence

N^o 2

Ex^{ra} v^{is} April 11th 1786

Phelps
vs
Thent
N^o 3

Oliver Phelps of Grotonville in our County of Hampshire
Esq. vs John Thent of Southwick in said County
Jurat I Jt. Inspecia that the said Thent rendered to the
Plaintiff one hundred & thirty five pounds Lawful money
which he to him he owes from the unjustly detaining
whereupon the Comptroller that said Thent at Northampton
on the twenty second Day of June wenten hundred & eighty
two by his writing obligatory notice & well executed in
Court to be produced and acknowledged himself to be indebted
to the Plaintiff in the sum of one hundred & thirty five
pounds Lawful money to be paid whenever the said
Thent should be thereto requested & to said Thent the often
requested never paid the sum to the damage of said
Phelps & Proot two hundred pounds the parties appear
& agree to have this Case continued until next
Term & then Judgment to be final thereupon it is
considered by the Court that said parties have Day
here until the third Tuesday of May next

Prine
vs
Webster
N^o 4

Anthony Prine of Worcester in the County of Worcester
a Apothecary vs Oliver Webster of Worthington in our
County of Hampshire Yeoman & Jt. Inspecia of the reason
the Case for that said Oliver on the Eighteenth Day of
August Seventeen hundred Eighty four by his Note promised
one Nathaniel Prine to pay him nine pounds six
pence Lawful money on demand with Interest & afterwards
on the second day of January last said Nathaniel by his
Indorsement on said Note ordered the contents then due
to be paid the Plf of which said Oliver had notice - Yet
said Oliver the often requested never paid the sum to
the damage of said Anthony twelve pounds the parties
appear & agree to have this Case continued until next
Term & then Judgment to be final thereupon it is
considered by the Court that said parties have Day
here until the third Tuesday of May next

McCreary
vs
Wright
N^o 5

Benjamin Andrews late of a Place called New Lebanon in the County
of Albany & late of New York Yeoman vs Ebenezer Wright of Elliptical
both of Pittsfield in the County of Berkshire Yeoman Jt. Inspecia of
the reason the Case for that said Ebenezer at Pittsfield Vt in North
ampton aforesaid on the 13th day of April A.D. 1784 by their Note for
Value received promised Ben Solomon Lathrop to pay him on Order
on Demand Seventeen pounds Lawful money with Interest & afterwards
to wit on the same day at Northampton aforesaid the said Solomon by his Indorsement
on said Note assigned the same for Value recd unto the Plf
and ordered the contents then due to be paid to the Plf of all which said
Ebenezer & Lathrop then & there had notice & promised to pay the same accord-
ingly - Yet said Ebenezer & Lathrop nor either of them have ever paid
the same to said Benjamin but withal to the damage of the said
Benjamin twenty pounds - The Parties appear by their respective
Atts. and agree to a continuance - And it is considered by the
Court that they have Day here accordingly until the third Tuesday of
May next & the second Tuesday of February aforesaid

McMecham Alexander McMecham of Thimberhook in the County
of Albany State of New York Merchant M^r vs Schabert
Debt Plaintiff of Albany in our County of Berkshire Gent^l
vs
Def^t Ina plea of Covenant broken for that said Schabert
at Thimberhook on the first day of January last by
his writing obligatory promised the M^r to pay him
on demand seventeen pounds ten shillings New York
currency yet said Schabert tho' often requested never
performed his said promise to the Damage of said
Alexander twelve pounds The parties appeared & agree
to have this case continued untill next term & then
Judgment to be final thereupon it is considered by
the Court that said parties be here untill the
third Tuesday of May next

Schubert
vs
Loomis
(N^o 7)

Daniel Schubert of Pittsfield in our County
of Berkshire Gent^l M^r vs John Loomis of Westfield
in said County Governor Debt Ina plea of the case for
that said John at said Westfield on the sixteenth day of
November Seventeen hundred Eighty four by his Note
promised said Daniel to pay him fourteen pounds three
shillings & two pence on demand with Interest yet said
John tho' often requested never paid the sum to the
Damage of said Daniel Nineteen pounds The parties appear
& agree to have this case continued untill next term
whereupon it is considered by the Court that said
parties be here untill the third Tuesday of May
next

Schubert
vs
Pitt
(N^o 10)

Daniel Schubert of Pittsfield in our County
of Berkshire Gent^l M^r vs Phillip Pitt of Westfield in our
County of Hampshire Governor Debt Ina plea of trespass
on the case for that said Phillip at said Westfield on the
sixth day of January Seventeen hundred Eighty four by his
Note promised said Daniel to pay him five pounds six
shillings & three pence on demand with Interest yet said
Phillip tho' often requested never paid the sum to the Damage
of said Daniel ten pounds The Def^t being now three times
publicly called to come into Court makes default of
appearance here thereupon it is considered by the Court
that said Daniel recover against said Phillip five pounds
nineteen shillings & six pence Damages & cost taxed at
one pound sixteen shillings & four pence Exp^s Feb 24th 79

Loughhead
vs
Proot
(N^o 11)

James Loughhead of Blomford in our County
of Hampshire Governor M^r vs Gideon Proot of Southwick in
said County Gent^l Debt Ina plea of the case for that said
Gideon at said Blomford on the fourteenth day of May last by
his Note promised James to pay him on demand Eighteen pounds
lawful money by the last day of October then next with Interest
yet said Gideon tho' often requested never paid the sum to
the Damage of said James twenty pounds The parties
appear & agree to have this case continued untill next term
& then Judgment to be final thereupon it is considered by
the Court that said parties be here untill the
third Tuesday of May next

Chenier & Mearns of Norwich in our County of Hampshire, (69)
Yeoman & Mr George Somford of Northampton & Peter Mearns
Yeoman of Wetherington both in said County Yeoman
Left Inceptor as may be seen on file the Left being Somford & al
now three times publicly called to come into Court
make Default of Appearance here the Plf is Conmit
& the Action dimished (V12)

Samuel Lodge of Wingham in the County of
Yeoman & Mr Daniel Webb of Norwich in our County of Hampshire
Left Inceptor of the Case for that said Daniel at
said Norwich on the fifth Day of November next hundred eighty
one by his Note promising said Samuel to pay him six pounds
on demand with Interest yet said Daniel this request never
paid the same to the Damage of said Samuel ten pounds
the parties appear & agree to have this Case continued until
next term thereupon it is considered by the Court that
said parties have Day here until the third Sunday of
May next (V13)

Benjamin Conways of Worcester in our County
our County of Hampshire Yeoman & Mr Jonathan Miller of Chester
Left Inceptor of the Case for that said Jonathan at said Chester on the fifteenth
Day of May next hundred eighty three by his Note
promised said Benjamin to pay him seven pounds five
shillings & nine pence on demand with Interest yet said
Jonathan the often requested never paid the same
to the Damage of said Benjamin fifteen pounds the
Left being now three times publicly called to come
into Court make Default of Appearance here thereupon
it is considered by the Court that said Benjamin
recover against said Jonathan Eight pounds nine
shillings & nine pence Damages & Costs taxed at one
pound nineteen shillings & ten pence Ex ipso Feb 24th 1786 (V14)

Andrew Proga of Northampton in our
County of Hampshire Yeoman & Mr Eli Gilt of Granville
in said County Yeoman Left Inceptor of the Case for that
said Eli at said Granville on the tenth day of November
seventeen hundred eighty four by his note promising said
Andrew to pay him fourteen pounds five shillings &
five pence on demand with Interest yet said Eli
the often requested never paid the same to the Damage
of said Andrew twenty pounds the Left being now
three times publicly called to come into Court
make Default of Appearance here thereupon it
is considered by the Court that said Andrew recover
against said Eli fifteen pounds six shillings & ten pence
Damages & Costs taxed at one pound fourteen
shillings Ex ipso Feb 24th 1786 (V15)

Parke
vs
Thrall
(N^o 10)

Worham Parke of Westfield in our County of Hampshire Esq^r vs Samuel Thrall of Granville in said County Gentlemen Deft In plea of the Case for that said Samuel on the ninth day of February next by his Note promised said Parke to pay him or order twenty nine pounds four shillings & five pence Lawful money on demand with Interest Yet said Samuel tho requested never paid the same to the Damage of said Parke Sixty pounds The Deft appears & moves for a continuance of this Case untill next term thereupon it is considered by the Court that said parties have day here untill the third Tuesday of May next

Coe
vs
Tillotson
(N^o 17)

Charles Coe of Granville in our County of Hampshire Gentlemen vs Benjamin Tillotson on the estate of Enoch Coe late of said Granville decd. in said Capacity vs Mel Tillotson of Granville aforesaid vs George Melat In plea of trespass on the Case for that said Melat said Granville on the seventh Day of October Seventeen hundred Eighty two by his Note promised said Enoch then living to pay him Seven pounds within one Month from the Date with Interest Yet said Mel tho often requested never paid the same to the Damage of said Charles fifteen pounds The parties appear & agree to have this Case continue untill next term thereupon it is considered by the Court that said parties have day here untill the third Tuesday of May next

Doolittle
vs
Thomas
(N^o 18)

Titus Doolittle of Westfield in our County of Hampshire Gentlemen vs Lovell Thomas of said Westfield Gentlemen Deft In plea of the Case for that said Lovell on the fifth day of February last by his Note promised said Titus to pay him Eleven pounds five shillings & four pence by the first day of January then next with Interest Yet said Lovell tho often requested never paid the same to the Damage of said Titus fifteen pounds The parties appear & agree to have this Case continue untill next term thereupon it is considered by the Court that said parties have day here untill the third Tuesday of May next

Parke
vs
Miller
(N^o 19)

Warham Parke of Westfield in our County of Hampshire Esq^r vs Joseph Miller of Granville in said County Gentleman Deft on the estate of Joseph Miller late of said Granville decd. in said Capacity Deft In plea of trespass on the Case for that said Joseph decd about Westfield on the nine th day of July Seventeen hundred eighty three by his Note promised said Warham to pay him thirty seven pounds eighteen shillings & six pence on demand with Interest Yet said Joseph decd never paid the same while living neither has the said Anne paid the same tho requested to the Damage of said Warham thirty pounds The Deft being now three times publicly called to come into Court makes default of appearance thereupon it is considered by the Court that said Warham recover against said Joseph forty three pounds sixteen shillings & one penny Damages & costs taxed at one pound twelve shillings & two pence

Ex^o ip^o Jul 2th 1786

Ebenezer & Nathaniel of Norwich in our County of Hampshire
Gentlemen Messrs Alexander Miller of Northampton in said
County Gentlemen Deft In a plea of the Case for that said
Alexander at said Northampton on the fifth day of May
last by his Note promised said Ebenezer to pay them
four pounds six shillings & ten pence Lawful money on
Demand with Interest Yet said Alexander tho often
requested never paid the same to the Damage of said
Ebenezer Nine pounds the Deft being now three times
publicly called to come into Court marked Default of
appearance here thereupon it is considered by the
Court that said Ebenezer recover against said Alexander
four pounds & eleven shillings Damages & Costs taxed
at one pound ten shillings & three pence Ex^{is} Feb 24th 1786

10
(Messrs
Miller
V 20

David Barber of Hebron in the County of
Hartford & State of Connecticut Esq Messrs Jonathan
Tillotson the J^{rs} of Greenville in our County of Hampshire
Gentlemen Deft In a plea of the Case for that said Jonathan
at said Greenville on the tenth Day of May nexters
hundred eighty four by his Note promised said David
to pay him five pounds & Lawful money within one
year from the Date of said Note with Interest Yet
said Jonathan tho requested never paid the same
to the Damage of said David Eight pounds the Deft
being now three times publicly called to come
into Court marked Default of appearance here there
upon it is considered by the Court that said David
recover against said Jonathan five pounds ten shillings
& six pence Damages & Costs taxed at one pound
fifteen shillings & ten pence - Ex^{is} Feb 24th 1786

(V 21

John Clott & John Caldwell both of the
City & County of Hartford & State of Connecticut Messrs
Silas Fowler of Southwich in our County of
Hampshire Gentlemen Deft In a plea of the Case
for that said Silas at said Southwich on the first
Day of October last by his Note promised said Clott &
Caldwell to pay them six pounds & four shillings on
Demand with Interest Yet said Silas tho often
requested never paid the same to the Damage
of said Clott & Caldwell Nine pounds the Deft being
now three times publicly called to come into Court
marked Default of appearance here thereupon
it is considered by the Court that said Clott
& Caldwell recover against said Silas six pounds
six shillings & ten pence Damages & Costs taxed at
one pound four shillings & six pence Ex^{is} Feb 24th 1786

Clott &
Caldwell
v
Fowler
(V 22

March
1786
City
N^o 23

Samuel & Mary of the City & County of Hartford & State
of Connecticut Gentlemen vs William Ely of West
Springfield in the County of Hampshire Yeoman &c
In a plea of the Case for that said William on the
twenty eighth day of June seventeen hundred eighty
three by his Note promised said Samuel to pay him
Nine pounds & fifteen shillings Lawful money on demand
with Interest &c & said William tho' requested never
paid the same to the Demand of said Samuel fifteen
pounds the Debt being now three times publicly
called to come into Court makes Default of appearance
here thereupon it is considered by the Court that
said Samuel recover against said William Eleven
pounds four shillings & nine pence Damages & Costs
taxed at one pound thirteen shillings & ten pence
Ex' ipso Feb'y 2th 1786

Church
Hypocrite
N^o 24

Moses Church of Springfield in our County
of Hampshire hatter Officer, Warden, Wymers of
Cambridge in our County of Middlesex Yeoman &c
In a plea of the Case for that said Theodorus at said
Springfield on the twenty sixth day of November sixteen
hundred eighty six being justly indebted to said Moses
in the sum of three pounds Lawful money for so much
money loaned &c & in consideration thereof said
Theodorus promised to pay the same on demand & also
for that said Springfield on the same Day & Year
afore said by his Note promised one Charles Cotton to pay
him five pounds fifteen shillings Lawful money
with Interest & afterwards on the same Day said Charles
by his Indorsement on said Note ordered the Contents
then unpaid to be paid the said Moses of which the
said Theodorus had notice yet said Theodorus tho'
requested never performed either of his said promises
to the Demand of said Moses twelve pounds the Debt
being now three times publicly called to come into
Court makes Default of appearance here thereupon
it is considered by the Court that said Moses recover
against said Theodorus Six pounds fourteen shillings
& five pence Damages & Costs taxed at two pounds
seven shillings & ten pence Ex' ipso Feb'y 2th 1786

Oscar Goodwin of the City & County of Henric's & State of
 Connecticut Gentleman Plff vs Anna Bingham of
 Hockbridge in our County of Berkshire Defendant
 In a plea of the Case for that said Anna on the first
 Day of January last in consideration that the said Oscar
 at the request of said Anna freighted & carried two of the
 said Anna's horses from New Haven to the Island of Hispaniola
 in the west Indies & had also provided & laid in forage for the
 keeping & sustaining said horses in their said passage the
 said Anna then & there promised said Oscar to pay him so much
 money as he reasonably deserved to have & the said Oscar in
 full says that he owes the sum of twenty three pounds
 lawful money of which the said Anna has notice but
 said Anna tho' often requested never paid the same
 to the damage of said Oscar thirty pounds the parties
 appear & agree to have this case continued untill
 next term thereupon it is considered by the Court
 that said parties have Day here untill the third
 Tuesday of May next D

71
 Goodwin
 vs
 Bingham
 N 25

Joseph Sathrop of West Springfield in our
 County of Hampshire Clerk vs Elizabeth Dwight of
 Springfield in said County Defendant
 In a plea of the Case for that said Sathrop at said Springfield
 on the twentieth day of November seventeen hundred twenty
 one by his Note promised said Elizabeth to pay them
 twenty eight pounds eleven shillings & nine pence and interest
 with Interest & that said Elizabeth tho' requested never paid the
 same to the damage of said Joseph & Elizabeth forty pounds
 the Debt being now three times publicly called to come into
 Court making default of appearance here thereupon it is
 considered by the Court that said Joseph & Elizabeth recover
 against said Elizabeth thirty five pounds seven shillings &
 nine pence Damages & Costs taxed at one pound twelve
 shillings & two pence — Ex^{ist} Feb 24th 1726-7

Sathrop
 vs
 Namock
 N 26

Elias Leonard of West Springfield in our
 County of Hampshire Plaintiff vs Samuel Leonard of
 said West Springfield Defendant In a plea of the Case
 for that said Samuel at said West Springfield on the twelfth
 Day of April seventeen hundred eighty three by his note
 promised said Elias to pay him twenty three pounds three
 shillings & eleven pence lawful money one coming with Interest
 & that said Samuel tho' often requested never paid the
 same to the damage of said Elias twelve pounds the Debt
 being now three times publicly called to come into Court
 making default of appearance here thereupon it is considered
 by the Court that said Elias recover against said Samuel
 Eight pounds eleven shillings & five pence Damages & Costs
 taxed at one pound eleven shillings & three pence the said
 Samuel & Vowels appears by Justice by Ex^{ist} & appeals from the
 judgment of the Court to the Supreme Judicial Court
 holden at York in the County of York in our County of Hampshire
 the last Tuesday of April next he recognises with
 Sureties as the Law directs for said Samuel's prosecuting
 his said appeal with effect as by said recognisance
 file appears & C

Samuel
 vs
 Leonard
 N 27

Marble
vs
Price
N^o 28

Doct Marble of Springfield in our County of Hampshire
vs
the said Oliver Timothy of Pelchertown in
said County Defendant in the Case for that
said Timothy at said Pelchertown on the fourth day of
June seventeen hundred eighty three by his Note
promised one Simon Boardwell to pay him or his
order fifteen pounds & ten shillings on demand with
Interest & afterwards on the same day said Timothy
by his Indorsement on said Note ordered the Contents then
unpaid to be paid the Plff of which the said Timothy
had notice yet said Timothy tho requested never paid the
same to the Damage of said Boardwell twenty pounds the
parties appear & agree to have this Case continued until
next term & then Judgment to be final thereupon it is
considered by the Court that said parties have Day here
until the third Tuesday of May next

Witcham
vs
Symon
(N^o 29)

Aaron Witcham of Cheshire in the County
of Hartford & State of Connecticut Gentlemen Plff
vs
Galeb Symon of Hadley in our County of Hampshire
Yeoman Defendant in the Case for that said
Symon now three times publicly called to come
into Court makes Default of appearance here the Plff is
(Non mit) the Action dismissed 555

Jones
vs
Dickinson
N^o 30

Daniel Jones of Hindale in the County of
Cheshire & State of New Hampshire Esq Plff
vs
Dickinson of Northfield in our County of Hampshire
huskernman Defendant in the Case for that said
Jones at said Northfield on the twenty ninth day of March
by his Note promised said Jones to pay him three
pounds & fifteen shillings with Interest on demand
with Interest yet said Jones tho requested never
paid the same to the Damage of said Jones ten pounds
The Plff now appears by John Barret Esq & moves for
a continuance of this Case until next term thereupon
it is considered by the Court that said parties have
Day here until the third Tuesday of May next 555

Hall
vs
Nims
(N^o 31)

Benjamin Hall of Thure in the County
of Cheshire & State of New Hampshire Gentlemen
Plff vs
Ebenzer Nims of Montague in our County
of Hampshire Yeoman Defendant in the Case for that
said Nims at said Montague on the fifth day of April
seventeen hundred eighty four by his Note promised
said Hall to pay him eleven pounds nine shillings &
twelve pence with Interest yet said Nims tho often
requested never paid the same to the Damage of said
Hall thirty pounds The Def being now three times
publicly called to come into Court makes Default of
appearance here thereupon it is considered by the Court
that said Benjamin recover against said Ebenzer
& nineteen pounds two shillings & twelve pence Damages
& Costs taxed at one pound thirteen shillings & ten
pence & 10th of July 23rd 1786

Oliver Smith of Northfield in our County of Hampshire
Gentleman & Messrs Elisha Sullens of Walsote in the County
of Berkshire & State of New Hampshire trader Ina plea
of the Case for that said Sullens at said Northfield
on the first Day of July last by his note promised said
Smith to deliver him twenty Gallons of good west India
Rum on demand yet said Elisha tho requested never
paid the same to the Damage of said Oliver ten pounds
the Debt being now three times publicly called to come
into Court makes default of appearance here thereupon
it is considered by the Court that said Oliver recover
against said Elisha five pounds Lawful money damages
& Costs taxed at one pound fifteen shillings & ten pence
Ex^o ip^o March 4th 1786

72
v
Smith
vs
Sullens
(V32)

Medow Evans of Winchester in the County of
Dorset & State of New Hampshire husbandman & Messrs
Paul Knapp of Orange in our County of Hampshire
trader Debt Ina plea of the Case for that said Knapp at
said Orange on the thirteenth Day of June last crued his
certain order directed to one Asa Dunbar requesting
Desiring him for value recd to deliver him six hundred
weight of Beef & thereafter on the thirteenth day
of December last presented the same order to said Dunbar
& he utterly refused to pay the same & which said
Knapp had notice & thereupon became charged to pay
the same & in consideration thereof promised the Plaintiff
to pay him the same agreeable to the tenor of said order
yet said Knapp tho often requested never paid the
same to the Damage of said Medow ten pounds
the Debt being now three times publicly called to come
into Court makes default of appearance here thereupon
it is considered by the Court that said Medow recover
against said Paul the sum of six pounds four shillings and
ten pence damages and one pound seventeen shillings & six pence
Ex^o ip^o Mar 14th 1786

Evans
vs
Knapp
(V33)

Moses Scott of Barnardston in our County
of Hampshire Gent^l & Messrs Caleb Chapin of said Barnardston
Gent^l Debt Ina plea of the Case for that said Chapin
at said Barnardston on the nineteenth day of September
last by his Note promised said Scott to pay him eleven
pounds fourteen shillings on demand with interest yet
said Chapin tho often requested never paid the same
to the Damage of said Scott fifteen pounds the Debt
being now three times publicly called to come into
Court makes default of appearance here thereupon
it is considered by the Court that said Moses recover
against said Chapin six pounds eighteen shillings & seven
pence damages & Costs taxed at one pound & fifteen
shillings Ex^o ip^o Feb 23rd 1786

Scott
vs
Chapin
(V34)

Benjamin Green of Boston in our County of Suffolk
Merchant & Messrs John Thorne & Samuel Thyn both of Greenfield in
our County of Hampshire husbandmen & Messrs John Green of
State of Vermont husbandmen Debt Ina plea of the Case for that
said John Thorne & Samuel Thyn at said Greenfield on the twentieth day
of September last by their Note promised said Green to pay him
on the first day of January then next eight pounds sixteen
shillings & three pence with interest yet said John Thorne &
Samuel Thyn tho requested never paid the same to the Damage of
said Green fifteen pounds the Debt being now three times
publicly called to come into Court makes default of
appearance here thereupon it is considered by the Court
that said Benjamin recover against said John Thorne & Samuel
Thyn nine pounds three shillings & seven pence damages & Costs taxed
at two pounds sixteen shillings & ten pence Ex^o ip^o Feb 23rd 1786

Green
vs
Thorne &
Thyn
(V35)

Stratton
vs
Gady
N^o 36
Esq^{re} Stratton of Northfield in our County of Hampshire
husbandman Pl^{ff} vs Justin Gady of Orange in said County
husbandman Def^t In plea of the Case for that said
Gady also of Northfield on the twenty sixth Day of
October seventeen hundred Eighty four by his note promised
said Stratton to pay him twelve pounds in Next Court
at the Appraisal of Indifferent men by the first day of
April then next Yet said Gady tho' requested never paid
the same to the Damage of said Stratton twelve pounds
The Def^t being now three times publicly called to
come into Court make Default of Appearance here
thereupon it is Considered by the Court that said Stratton
recover against said Gady Seven pounds fifteen shillings
Damages & Costs taxed at one pound seventeen shillings &
four pence ——— Ex^{ce} ip^s Feb 23rd 1786

Burt
vs
Chemister
N^o 37
Joseph Burt Jun^r of Dorattleborough in the
County of Windham State of Connecticut Pl^{ff} vs
Henry Chemister of Enfield in the County of Hartford & State
of Connecticut post^r & Nathaniel Chemister of Dorattleboro
aforesaid Geo^rmen Def^t In plea of the Case for that Henry
& Nathaniel on the seventeenth Day of May seventeen
hundred Eighty by their Note promised said Burt to pay
him thirty Silver Dollars on Demand with Interest yet
said Henry & Nathaniel tho' requested never paid the
same to the Damage of said Burt twelve pounds the
parties appears agree to have this Case continued
untill next term Then Judgment to be final thereupon
it is Considered by the Court that said parties have
Day here untill the third Tuesday of May next

Goodwin
vs
Cushman
N^o 38
Jonathan Goodwin of Lebanon in the County
of Windham & State of Connecticut Pl^{ff} vs Consider
Cushman of Montague in our County of Hampshire Def^t
In plea of the Case whereupon the said Jonathan declares that
the said Consider on the twenty fourth Day of January
seventeen hundred seventy two by his Note promised said
Jonathan to pay him three pounds eighteen shillings &
nine pence on Demand with Interest yet said Consider
tho' often requested never paid the same to the Damage of
said Jonathan five pounds the Def^t being now three
times publicly called to come into Court make Default
of Appearance here thereupon it is Considered by the Court
that said Jonathan recover against said Consider
the sum of four pounds seven shillings & four pence
Damages & Costs taxed at one pound sixteen shillings
& ten pence ——— Ex^{ce} ip^s March 20th 1786

Maryanna Steel of Hartford in the County of Hartford
 & State of Connecticut vs. Thomas Gilt of Gromville
 in said County. Dft In a plea of the Case for that said
 Thomas on the twenty fourth day of April seventeen
 hundred & eighty two by his Note promised & promised the
 Plaintiff to pay or deliver unto her thirty three bushels & half
 of good merchantable wheat or to deliver with Interest
 therefor that said Thomas at said Gromville on the
 same twenty fourth Day of April by his other promise
 said Maryanna to deliver her fifty bushels of good
 wheat or be for grain equivalent with Interest yet
 said Thomas tho requested has not performed his
 said promises to the Damage of said Maryanna
 five pounds the Dft being now three times publicly
 called to come into Court to answer fault of appearance
 here thereupon it is considered by the Court
 that said Maryanna recover against said Thomas
 the sum of eighteen pounds & four shillings & six pence
 & Costs taxed at one pound fifteen shillings & six pence

73
 Mrs
 Steel
 vs
 Gilt
 (N 39)

Ex^{ist} March 20th 1786
 Daniel Butler of Hartford in the County of
 Hartford & State of Connecticut vs. James Butler of
 Berkshire in our County of Berkshire. Dft In a plea of the
 Case for that said James on the fifteenth Day of November
 seventeen hundred & eighty four by his Note promised said
 Daniel to pay him Nine pounds five shillings & nine
 pence on demand with interest yet said James tho requested
 never paid the same to the Damage of said Daniel ten
 pounds the Dft being now three times publicly called
 to come into Court to answer fault of appearance here
 thereupon it is considered by the Court that said Daniel
 recover against said James Nine pounds nine shillings
 & eight pence Damages & Costs taxed at one pound & sixteen
 shillings & six pence

Butler
 vs
 Butler
 (N 40)

Ex^{ist} March 20th 1786
 James Mills of Orange in our County of
 Hampshire vs. Samuel Pitts of
 Worcester in said County. Dft In a plea of
 The Case for that said Samuel at said Orange on the
 first Day of September last by his Note promised said
 James to pay him Six pounds five shillings & six pence
 before the first Day of December then next yet said
 Samuel tho requested never paid the same to the
 Damage of said James twelve pounds the parties appear
 & agree to have this Case continued until next Term
 then Judgment to be final thereupon it is considered
 by the Court that said parties have Day here until the
 third Tuesday of May next &c

Mills
 vs
 Pitts
 (N 41)

Dagg
 vs
 Pitts
 (N 42)

Bagg
vs
Bisell
N^o 13

Moses Bagg of Suffield in our County of Hampshire
Yeoman Plaintiff Isaac Bisell of Suffield in the County
of Hartford & State of Connecticut Yeoman Defendant
upon a trespass on the Case for that said Isaac at
said Suffield on the thirteenth Day of October
seventeen hundred eighty four by his Note promised
said Moses to pay him the sum of one hundred &
twenty four pounds fifteen shillings & five pence within
twelve months from the date of said Note with
Interest yet said Isaac tho often requested never paid
the same to the Damage of said Moses one hundred
& twenty pounds the Debt now appears & moves for
a continuance of this Case untill next term thereupon
it is considered by the Court that this Case be continued
& that said parties have day here untill the
third Tuesday of May next 1785

Bagg
vs
Hiroch
N^o 14

Moses Bagg of Westfield in our County of
Hampshire Plaintiff William Hiroch of Westfield Defendant
Yeoman Defendant upon a trespass on the Case for that said
William at said Westfield on the fifteenth Day of November
seventeen hundred eighty two placed his son Noah to serve
in the trade of a Smith during the term of four years
& he said Noah having served said Moses in said Capacity
during the Space of twenty one months from & after the
fifteenth Day of November aforesaid whereby he the said
Noah received considerable Advantage in his business
as a Smith & by reason of the service of said Noah the
said Moses expended much time in teaching him the
said Noah yet said William fraudulently conspiring
& intending to deprive him the said Moses of the remains
of the said Noahs Service to the Damage of said Moses
forty pounds the parties appear & agree to have this Case
continued untill next term thereupon it is considered by
the Court that said parties have day here untill the
third Tuesday of May next 1785

Phelps
vs
Stiles
N^o 15

John Phelps of Westfield in our County of
Hampshire Plaintiff John Stiles & John Stiles both of
Greenville in said County Yeoman Defendants upon a
trespass on the Case for that said John & John said Greenville on
the third Day of February last by their Note promised
said John to pay him twelve pounds twelve shillings & seven
pence within three months from the date of said Note
with Interest yet said John & John tho requested never paid
the same to the Damage of said John fifteen pounds
the Debt being now three times publicly called to come
into Court makes Default of Appearance here thereupon
it is considered by the Court that said John recover
against said John & John the sum of Fifteen pounds eight
shillings & one penny & Costs paid at L^{ts} 12. 6 & there of
Exp^d April 4. 1786

Sheldon Graham late of Millsfield in our County of Berkshire trader
Plff vs Benjamin Thining of Southwiche in our County of
Hampshire Yeoman Deft In a plea of trespass on the Com for
that said Benjamin at said Southwiche on the ninth day
of June last by his Note promised said Sheldon to pay him
Nineteen pounds Lawful money on demand with interest
yet said Benjamin tho requested never paid the same to
the Damage of said Sheldon twenty five pounds the Deft
being now three times publicly called to come into
Court makes Default of appearance here thereupon it is
considered by the Court that said Sheldon recover against
said Benjamin Nineteen pounds fifteen shillings six
pence Damages & Costs taxed at two pounds three
shillings & ten pence - Ex ipso March 1st 1786

74
Graham
vs
Thining
N^o 6

Abiel Brown of Windsor in the County of
Northford State of Connecticut Trader Plff vs Job Phelps
of Southampton in our County of Hampshire Yeoman
Deft In a plea of trespass on the Com for that said Job
at said Southampton on the first day of February last
by his Note promised said Abiel to pay him twenty six
pounds & five shillings on or before the first day of January
next yet said Job tho often requested never paid the
same to the Damage of said Abiel thirty pounds the
parties appear & agree to have this Case continued untill
next term & then Judgment to be final thereupon it is
considered by the Court that said parties have day
here untill the third Tuesday of May next

Brown
vs
Phelps
N^o 7

Merritha Bridgham of Boston in our County
of Suffolk Widow & Administratrix on the estate of James
Bridgham late of said Boston Esq^r Dec^d in said Capacity
Plff vs Mincher Haynes of Brimfield in our County
of Hampshire Yeoman Deft In a plea of the Com for that
said Mincher at said Brimfield on the second day of May
last by his Note promised the Plff in her Capacity
Nine pounds four shillings & eight pence within six days
from the date of said Note with interest yet said Mincher
tho often requested never paid the same to the Damage
of said Merritha twelve pounds the parties appear & agree
to have this Case continued untill next term the parties
appear & agree to have this Case continued untill next
term & then Judgment to be final thereupon it is
considered by the Court that said parties have day
here untill the third Tuesday of May next

Bridgham
vs
Haynes
N^o 8

Stephen Lemon of Ware in our County of
Hampshire husbandman Plff vs Uriah Higgins & Jonas Dabner
both of Mendell in said County Yeomen Deft In a plea of the
Com for that said Uriah & Jonas at said Ware on the ninth
day of May last by their Note promised said Stephen to
pay him seven pounds Lawful money on or before the
first of June & the other half in money yet said Uriah & Jonas
tho often requested never paid the same to the Damage
of said Stephen twelve pounds the Deft being now three
times publicly called to come into Court makes Default
of appearance here thereupon it is considered by the
Court that said Stephen recover against said Uriah
& Jonas Seven pounds six shillings & four pence Damages
& Costs taxed at one pound thirteen shillings & seven pence
Ex ipso Feb 23rd 1786

Lemon
vs
Higgins
&
Dabner
N^o 9

Josiah
Cummings
N^o 50

Right Josiah of Droghda in our County of Worcester Esq^r
vs
Wm James Cummings late of Wore in our County of
Hampshire husband deceased Def^r In a plea of the Case for that
said James at said Heire on the second day of January
last being indebted to the Pl^y in the sum of five pounds
& six shillings Lawful money to balance accounts in
consideration thereof then there promised the Pl^y to
pay him the same on demand & if said James tho'
deceased ^{never paid} the same to the Damage of said
Josiah his heirs the Def^r being now out of the State
His Honor by the Court that this Case be continued
untill next term & that said parties hence Depart in Court
untill the third Sunday of May next 1750

Artemas
Powers
N^o 51

Artemas Wood of New Brunswick in our
County of Worcester Gent^l vs Jeremiah Powers of
Greenwich in our County of Hampshire Yeoman Def^r
In a plea of the Case for that said Jeremiah at said
Greenwich on the twenty sixth Day of December last
by his Note promised one Daniel Procter to pay him
on order four pounds four shillings within five months
from the date of said Note & said Daniel by his Indorsement
on said Note ordered the Contents thereof to be
paid the Pl^y of which the said Jeremiah had notice
yet said Jeremiah tho' often requested never paid the
same to the Damage of said Artemas twelve pounds
The Def^r being now three times publicly called to
come into Court makes default of appearance here
thereupon it is considered by the Court that said
Artemas recover against said Jeremiah four pounds
ten shillings & one penny damages & Costs taxed at one
pound fourteen shillings & ten pence Ex^{te} 16/23^d 750

Josiah
Robinson Agent
N^o 52

Josiah Jones of Brimsfield in our County of
Hampshire Yeoman vs Samuel Butler of Menon
in said County agent & trustee of William Robinson late
of said Menon an absent & absconding Debtor in said Cause
Def^r In a plea of the Case for that said William at said
Brimsfield on the fifteenth day of August next sent one hundred
eighty one by his Note promised one John Jones to pay him
thirty pounds Lawful money within twelve months from
the date of said Note & the said John on the eighteenth
Day of February seventeen hundred Eighty three by his
Indorsement on said Note ordered the Contents thereof
to be paid the Pl^y of which the said William had notice
yet said William tho' requested never paid the same but
has withdrawn himself out of the Commonwealth & has
concealed his goods & estate to the Damage of said Josiah
fifty pounds The parties appear & agree to have this Case
continued untill next term thereupon it is considered
by the Court that said parties hence Depart in Court
untill the third Sunday of May next 1751

Thomas Cooley of Brimfield in our County of Hampshire
husband men All for Solomon Charles of said Brimfield
at said Brimfield on the first day of October last by his
Note promised said Thomas to pay him five pounds fifteen
shillings & six pence on demand with Interest yet said
Solomon tho requested never paid the same to the damage
of said Thomas ten pounds the parties appear & agree
to have this case continued untill next term & then
Judgment to be final thereupon it is considered by the
Court that said parties have Day here untill the
third Tuesday of May next &c &c

75
Cooley
vs
Charles
(N 33)

Thomas Moor of Union in the County of Moor
Windsor & State of Connecticut by men All for Daniel
Winchester of South Brimfield in our County of Hampshire
gent^l & Def^t Inceptor of the case for that said Daniel
on the eighteenth day of October last by his Note
promised said Thomas to pay him seven pounds &
fourteen shillings on demand with Interest yet said
Daniel tho requested never paid the same to the damage
of said Thomas fifteen pounds the Def^t being now three
times publicly called to come into Court make default
of appearance here thereupon it is considered by the
Court that said Thomas recover against said Daniel
seven pounds sixteen shillings & one penny Damages
& Costs taxed at two pounds & two shillings & six pence
Exp^d Id 23^d 1786

Winchester
(N 34)

John Fenton of South Brimfield in our County
of Hampshire husband men All for Eleanor Fairbanks
& Lebediah Abbot both of Brimfield in our County of
Hampshire husband men Def^t Inceptor of the case for
that said Eleanor & Lebediah on the sixteenth day of
August last by their Note promised said John to pay
him twenty pounds fifteen shillings & two pence on demand
with Interest yet said Eleanor & Lebediah tho requested
never paid the same to the damage of said John
thirty pounds the parties appear & agree to have
this case continued untill next term & then
Judgment to be final thereupon it is considered by
the Court that said parties have Day here untill
the third Tuesday of May next &c &c

Fenton
vs
Fairbanks
(N 35)

James Dugbee of Brimfield in our County
of Hampshire & Lebediah Abbot both of Brimfield in our County of
Hampshire husband men All for Aaron Cranch
of Palmer in said County husband men Def^t Inceptor
of the case for that said Aaron at said Brimfield on
the twentieth day of September seventeen hundred eighty
one by his Note promised said James to pay him twenty
good merchantable Sheep of the value of ten pounds in
four years from the Date of said Note yet said Aaron
tho requested never paid the same to the damage of
said James fifteen pounds the Def^t being now three
times publicly called to come into Court make default
of appearance here and it is considered by the Court that
this case be continued for judgment to the next term the third
Tuesday of May next

Dugbee
vs
Cranch
(N 36)

Morgan
or
Needham
N^o 34

David Morgan of Brimfield in our County of Hampshire
Gent^l vs^r Daniel Needham of Stafford in the County
of Hartford & State of Connecticut husbandman Def^t
In a plea of the Case for that said Daniel at said South
Brimfield on the tenth day of June seventeen hundred
eighty three by his Note promised said David to pay
him six pounds ten shillings worth of white pine boards
by the first day of December then next yet said Daniel
the requested never paid the same to the damage of
said David twelve pounds the Def^t being now three
times publicly called to come into Court neither
Defendant of appearance here thereupon it is considered
by the Court that said David recover against said
Daniel seven pounds ten shillings & ten pence Damages
& Costs taxed at one pound sixteen shillings & two
pence
Ex^o p^o July 23rd 1786

Gore
Wells
N^o 58

John Gore of Boston in our County of
Suffolk Esq^r vs^r Elijah Wells of South Brimfield
in our County of Hampshire Int^rholder Def^t In a
plea of Ejectment wherein the said John demands
against said Elijah one messuage containing one hundred
acres of Land lying in said South Brimfield being
the grant of Land originally laid out to Robert Moulton
Jun^r bounded southerly by Robert Moulton Senior's Land
East^{rly} by the Highway North^{rly} by said Robert
Land laid out to Samuel Allen & partly by Phineas
Turkess Land West^{rly} partly by Land of John Moulton
& partly by John Mungers Land where on the said
John says that on the twenty fourth day of July
seventeen hundred twenty three one Nathaniel Conover
being lawfully seized of the said demanded premises
by his Deed of Conveyance gave granted the same to the
said John Gore on condition however said Deed to be
void if the said Nathaniel & one James Law should
pay to said John two hundred pounds with Interest
& the said John Gore says that said Nathaniel & James
have not nor either of them paid one penny of the sum
due & that said Deed is in full force & the said John Gore
ought to have possession But that the said Elijah
has unjustly entered therein ejected the said John Gore
& unjustly held him out to the Damage of said John
Gore four hundred pounds The Def^t now appearance
moves for a continuance of this Case until next term
that he may have opportunity to summon in the
Warrantor thereupon it is considered by the Court
that this Case be continued until next term & that
said parties have day here until the third Tuesday
of May next to come

Israel Trask of Brimfield in our County of Hampshire
vs
Myrris Mr William Bishop of South Brimfield in
said County Gentl Jt Inceptor of the Case for that said
William at said Brimfield on the tenth day of November
seventeen hundred eighty three by his Note promised
said Israel to pay him twelve pounds seventeen shillings
& seven pence on demand with Interest & said William
tho requested never paid the same to the damage
of said Israel fifteen pounds the parties appeared & agree
to have this Case continued untill next term & then
Judgment to be final thereupon it is considered by the
Court that said parties have day here untill the third
Tuesday of May next

Trask
or
Bishop
(N^o 51)

John Pettipiece of Gloucester in the County of
Providence & State of Rhode Island husbandman vs
Arnold Lewis of Windsor in our County of Berkshire
Gentl Jt Inceptor of the Case for that said Arnold at said
Windsor on the seventeenth day of November by his Note
promised said John to pay him six pounds four shillings
& two pence in one year from the date with Interest & yet
said Arnold tho often requested never paid the same
to the damage of said John twelve pounds the parties appear
& agree to have this Case continued untill next term
thereupon it is considered by the Court that said
parties have day here untill the third Tuesday of May
next

Lewis
(N^o 60)

Samuel Murry of Ashford in the County
of Windham & State of Connecticut husbandman vs
Andrew Bulcher of Andover in our County of
Berkshire Gentl Jt Inceptor that he renders to him
the said Samuel sixty pounds lawful money which he
owes him & unjustly detains for that said Andrew on
the twenty fifth day of December by his writing obligatory
bound himself to said Samuel in the sum of sixty pounds
to be paid him said Samuel when he the said Andrew should
be requested yet said Andrew tho often requested never
paid the same to the damage of said Samuel sixty pounds
tho appears & agrees to have this Case continued
untill next term thereupon it is considered by the
Court that said parties have day here untill the third
Tuesday of May next

Murry
or
Bulcher
(N^o 61)

Joshua Eddy of Milbourn in our County
of Hampshire husbandman vs
Caleb Brookes of Milbourn in our County of
Worcester husbandman Jt Inceptor of
trespass on the Case for that Caleb at said Milbourn on the
ninth day of March seventeen hundred eighty three by his
Note promised one John Hayward to pay him nine pounds
lawful money to be paid one year from the date of said
Note & the said John afterwards on the same day by his
Indorsement on said Note ordered the writings of said
Note to be paid to be paid the sum of which said Caleb
had notice yet said Caleb tho often requested never paid
the same to the damage of said Joshua nineteen pounds
the parties appear & agree to have this Case continued
untill next term thereupon it is considered by the
Court that said parties have day here untill the
third Tuesday of May next

Eddy
or
Brookes
(N^o 62)

Bliss
for
Coolidge
N^o 3

Nathan Phelps Hatfield in our County of Hampshire
Clothier & Weaver Robert Silcock of Granville weaver & Levi Godley
of said Hatfield Weaver both in our County of Hampshire
Doth Ine place of Covenant broken for that Nathan at said
Hatfield on the second Day of March Seventeen hundred twenty
Eighty two by his writing well executed of the one part
Under the hands & seals of said Robert & Levi & the other
part it was covenanted & agreed amongst other things
that the Nathan should to his utmost endeavour & skill
to teach & learn the said Robert & Levi the Trade art or
mystery of Dying & colouring & preparing Cloth also in
weaving to the full extent of his knowledge in said
Art & to attend said business where the said Robert & Levi
should at their Works at proper times as should be necessary
for their Instruction the said Robert & Levi covenanted &
agreeing on their part to procure & provide all materials
necessary & suitable for the carrying on said Trade during
the term of two Years & provide sufficient meat & drink &
Lodging during the time the said Nathan should be
with the said Robert & Levi at the expiration of said
term said Robert & Levi shall well & truly pay said Nathan
the sum of Sixty pounds Lawful money in good Wheat or
other Grain & he the said Nathan further says that he has
performed & fulfilled all the Covenants & agreements on his
part & also protesting that said Robert & Levi have not
performed any of the Covenants & agreements & that the
said Robert & Levi have not paid the said sum of Sixty
pounds altho' requested to the Damage of said Nathan
Eighty pounds the Deft being now three times publicly
called to come into Court to answer Default of appearance
here thereupon it is considered by the Court that said
Nathan recover against said Robert & Levi the sum of
Sixty pounds Damages & Costs of suit taxed at £ 100. 2. 6
Ex^{te} aff^{id} Aug^o 1. 1786

Day
vs
Morgan
N^o 4

Benjamin Day Jun^r of West Springfield in
our County of Hampshire Gentleman & Jesse Morgan
of said West Springfield Yeoman Doth Ine place of the Court
for that said Jesse on the twelfth day of November
Seventeen hundred eighty four by his note promised said
Benjamin to pay him seven pounds eleven shillings & eight
pence on demand with Interest & yet said Jesse tho' requested
never paid the same to the Damage of said Benjamin
Ten pounds the parties appeared & agree to leave this
Case continued until next term thereupon it is
considered by the Court that said parties have Day then
until the third Sunday of May next

11
Day

Benjamin Day Jun^r of West Springfield in our County of
Hampshire Gent^l vs Solomon Hodges of Northampton
in said County Exp^t Debt In place of the sum for
that said Benjamin by the consideration of said Benjamin
Court of Common Pleas before said Springfield in force
County of Hampshire on the last Tuesday of August last
presented twenty three pounds & eight shillings & ten pence
whereof said Benjamin for the sum of ten pounds
ten shillings & four pence Damages & one pound five
shillings & four pence costs of suit & thereunto he made
on the twenty fourth day of September then next made out
writ of Execution in due form of Law upon said Judgment
& delivered said Execution to our David Leonard then our
Under Sheriff of the said County to be executed & return
& returned according to Law but the said David not
regarding his Office but contriving to defraud said Benjamin
never looked & satisfied the afore said sums neither heath said
David or said Solomon any way executed or returned
said Execution by means whereof the said Benjamin
hath wholly lost the benefit of said Execution & Judgment
& that he said Solomon is liable & answerable in Law for
the Negligence afore said to the Damages of said Benjamin
Thirty pounds the parties appear & agree to have this
Case continued untill next term thereupon it is
considered by the Court that said parties have day here
untill the third Tuesday of May next

Daniel Jones of the City & County of
Hartford & State of Connecticut Plaintiff vs John
of Southwick of the same County of Hampshire Gent^l that
Debt In place of the sum for that said John on the twenty
second Day of July last by his note promised said Daniel to
pay him twenty six pounds fourteen shillings & nine pence
in good merchantable Wheat Price or cash Delivered at his
Store in Hartford with Interest yet said John the requested
never paid the same to the damage of said Daniel thirty
pounds the parties appear & agree to have this Case
continued untill next term & then Judgment to be final
thereupon it is considered by the Court that said parties
have Day here untill the third Tuesday of May next

Jones
Thent
1886

Ethier William of Southwick in our County of
Hampshire Widow vs Elisha Burnham of Springfield
in said County Gent^l & of Springfield of the same County
Elisha at said Southwick on the ninth day of August last by
his Note promised said Ethier to pay her six pounds &
ten shillings lawful money on demand with interest
yet said Ethier the requested never paid the same to the
damage of said Ethier twelve pounds the Debt being now
three times publicly called to come into Court to be
satisfied of a person here thereupon it is considered
by the Court that said Ethier recover against said Elisha
Six pounds thirteen shillings & ten pence Damages & costs
taxed at one pound twelve shillings & ten pence

William
Burnham
1886

Ex^o p^o March 22^d 1786

Dwight
or
Mumrill
N^o 68

Jonathan Dwight of Springfield in our County of Hampshire
Trader vs Ebenezer Mumrill of Longmeadow in
said County Guoman & Eliza Murray of Deerfield in
said County Guoman & Eliza on the twenty sixth day
of February last By their Not promissed said Jonathan
to pay him Seven pound fifteen shillings Lawful
money on demand with Interest & said Ebenezer
& Eliza tho requested never paid the same to the
Damage of said Jonathan twelve pounds The Debt
being now three times publicly called to come into
Court & when Default of Appearance here thereupon
it is considered by the Court that said Jonathan
recover against said Ebenezer & Eliza Eight pounds
three shillings & nine pence Damages & Costs taxed at
one pound fifteen shillings & ten pence Exp^{ts} & Costs 22nd 1784

Burnard
or
Smith
N^o 69

Salah Burnard of Deerfield in our County
of Hampshire Esqr vs Warham Smith of Hawley
in said County Guoman & Eliza on the fourth day
of August Seventeen hundred Eighty four by his
Not promissed said Salah to pay him Seven pounds
Lawful money on demand with Interest & said Warham
tho requested never paid the same to the Damage of said
Salah sixteen pounds The parties appeared & agree he
have this Case continued untill next term & then Judgment
to be final thereupon it is considered by the Court that
said parties have Day here untill the third tuesday of
May next

Phelps
or
Loveland
N^o 70

Solomon Phelps Jun^r of Hebron in the
County of Hartford & State of Connecticut Merchant
Gent^l vs Jonathan Loveland of Montague in our
County of Hampshire Guoman & Eliza on the
Case for that said Jonathan on the Eighteen thirty
of August Seventeen hundred twenty two by his Not
promissed said Solomon to pay him three pounds
Lawful money by the first day of December then next
yet said Jonathan tho requested never paid the same
to the Damage of said Solomon six pounds The parties
appeared & agree to have this Case continued untill
next term & then Judgment to be final thereupon
it is considered by the Court that said parties have
Day here untill the third tuesday of May next

Samuel Smith of the burse in our County of Hampshire
husband man of the said Samuel Prop of Deerfield in said County
husband man left in place of the case for that said Prop
on the thirteenth day of March sixteen hundred eighty
four by his Note promised said Smith to pay him Nine
pounds two shillings on demand with interest - Also for that
said Prop on the same Day of said said by his other Note
promised said Smith to pay him or order One hundred
thirty five pounds Lawfull money in July seventeen
hundred eighty five with Interest yet said Samuel Prop
has requested never paid the same to the damage
of said Smith two hundred pounds the parties appear
I refer this case to the ewer's Judgment & determination
of Joseph Root Hugh McLellan Esqr & Aaron Spinner
the award of them or either two of them to be final
and this action is continued to the next term

70
Smith
vs
Prop
N^o 11

Benjamin Wells of Deerfield in our County
of Hampshire Yeoman of the said Ephraim Marsh & Learner
Marsh both of Montague in said County Yeomen left
in place of the case for that said Ephraim & Learner
at said Deerfield on the third Day of December sixteen
hundred eighty four by his note promised said Benjamin
to pay him Nine pounds & one shilling by the first day
of May then next yet said Ephraim & Learner have
never paid the same to the damage of said Benjamin
fifteen pounds the parties appear & agree to have
this case continue untill next term thereupon it is
considered by the Court that said parties have day
here untill the third Tuesday of May next

Wells
vs
Marsh
N^o 12

God Smith of Whately in our County of
Hampshire Yeoman of the said Ebenezer Prochwell of Colerain
in said County Yeoman left in place of the case for that
said Ebenezer at said Whately on the twentieth day of
May last by his Note promised said God to pay him twenty
two pounds four shillings & six pence by the tenth day
of June then next with interest yet said Ebenezer has requested
never paid the same to the damage of said God thirty
pounds the parties appear & agree to have this case
continue untill next term & then Judgment to be
final thereupon it is considered by the Court that said
parties have day here untill the third Tuesday of May
next

Smith
vs
Prochwell
N^o 13

John Williams of Deerfield in our County of
Hampshire Yeoman of the said Ebenezer Allen of Greenfield in said
County Yeoman left in place of the case for that said Ebenezer
at Deerfield on the twentieth day of August sixteen
hundred eighty four by his Note promised said John to pay
him five pounds & six pence on demand with Interest yet said
John has requested never paid the same to the
damage of said Ebenezer ten pounds the parties appear & agree
to have this case continue untill next term & then Judgment to be
final thereupon it is considered by the Court that said
parties have day here untill the third Tuesday of May
next

Williams
vs
Allen
N^o 14

Ex^o if March 22nd 1786

Wells
Wells
N^o 73

Benexer Wells of Deerfield in our County of Hampshire
Yeoman M^r Thomas Wells of Lyders in said County
Yeoman Defendant in place of the Cause for that said Thomas
at said Deerfield on the fifth day of April twentieth
hundred Eightyfour by his note promised said Benexer
to pay him five pounds eight shillings eight pence on
Demand with Interest yet said Thomas the requested never
paid the same to the Damage of said Benexer who
perme the Debt being now three times publicly
called to come into Court under Default of
Appearance here thereupon it is considered by the
Court that said Benexer recover against said Thomas
six pounds & eight pence Damages & Costs taxed
at one pound twelve shillings & four pence.

Ex^{ce} ip^{se} March 22nd 1786

Williams
Gallin
N^o 74

Ether Williams of Deerfield in our County
of Hampshire Widow M^r Joseph Gallin of Conway
in said County Yeoman Defendant in place of the Cause
for that said Joseph at said Northampton on the fourth
Day of February last by his Note promised said Ether
to pay to pay her thirty seven pounds five shillings eight pence
on Demand with Interest yet said Joseph the requested
never paid the same to the Damage of said Ether
forty five pounds the Debt being now three times publicly
called to come into Court under Default of Appearance
here thereupon it is considered by the Court that said
Ether recover against said Joseph thirty nine pounds ten
shillings & five pence Damages & Costs taxed at one pound
ten shillings & four pence Ex^{ce} ip^{se} March 22nd 1786

Brecht
Field
N^o 75

Robert Brecht of Northampton in our
County of Hampshire Esq^r M^r Oliver Field of Deerfield
in said County Yeoman Defendant in place of the Cause for that
said Oliver at said Northampton on the thirtieth Day of
January last was indebted to said Robert in the sum of
four pounds nine shillings seven pence for sundry articles
of account & in Consideration thereof said Oliver promised
said Robert to pay the same on Demand yet said Oliver
the requested never paid the same to the Damage of said
Robert six pounds the Debt being now three times
publicly called to come into Court under Default of
Appearance here thereupon it is considered by the Court
that said Robert recover against said Oliver four pounds
nine shillings & seven pence Damages & Costs taxed at
one pound four shillings & ten pence

Ex^{ce} ip^{se} March 22nd 1786

Samuel Smith of Montague in our County of Hampshire Yeoman
 My or Martin Girdley of Sudbury in said County Yeoman
 In pursuance of the Court for that said Martin on the seventh day of
 January last by his Note promised one such pound to pay them
 nine pounds eight shillings by the first day of May then next
 with Interest and after said said Court by his Judgment
 ordered the Contents thereof to be paid the
 of which the said Martin had paid the
 the requested never paid the same to the said Martin
 of said Samuel six ten pounds the Debt being now three
 times publicly called to come into Court neither fault
 of appearance here thereupon it is considered by the Court
 that said Samuel recover against said Martin seven
 pounds fourteen shillings & three pence Damages & Costs
 taxed at one pound ten shillings & six pence March 22nd 1780

17
 Smith
 Girdley
 P

Jonathan Amory of Boston in our County
 County of Hampshire Yeoman My or Oliver Fildes of Decfield in our
 County of Hampshire Yeoman Joseph Fildes of said
 County Joseph on the seventh day of May last promised
 eighty four by his Note promised said Jonathan to pay
 him over one hundred twenty eight pounds ten shillings
 & ten pence by the first day of November then next with
 Interest yet said Oliver Joseph the requested never paid
 the same to the Damage of said Jonathan two hundred
 pounds the parties appear & agree to have this case
 continued until next term & then Judgment to be final
 thereupon it is considered by the Court that said parties
 have day here until the third Sunday of May next

Amory
 or
 Fildes
 18

John Hinsdale of Decfield in our County of
 Hampshire Yeoman My or Elijah Billings of Cambridge
 said County Yeoman 2nd In pursuance of the Court for that said
 Elijah on the Eleventh Day of August last by his Note
 promised said John to pay him four pounds five shillings
 one penny on Demand with Interest yet said Elijah the
 requested never paid the same to the Damage of said John
 ten pounds the Debt being now three times publicly
 called to come into Court neither fault of appearance
 here thereupon it is considered by the Court that said
 John recover against said Elijah four pounds six shillings
 eight pence Damages & Costs taxed at one pound six shillings
 & six pence March 22nd 1780

Hinsdale
 or
 Billings
 19

Edmund Yeoman of the said County of Hampshire
 in said County Yeoman My or Thomas Woodworth of Greenfield
 for that said Edmund on the twentieth day of May last by his
 Note promised said Edmund to pay him four pounds ten shillings
 & ten pence by the first day of September then next with
 Interest yet said Edmund the requested never paid the
 same to the Damage of said Edmund ten pounds the Debt
 being now three times publicly called to come into Court
 neither fault of appearance here thereupon it is
 considered by the Court that said Edmund recover against
 said Thomas the sum of four pounds thirteen shillings
 & six pence Damages & Costs of said Edmund taxed at one pound
 six shillings & six pence March 22nd 1780

Yeoman
 or
 Woodworth
 20

Morne
Helly
(822)

Samuel Morne of Worthington in our County of Hampshire
Yeoman Plaintiff John Helly of said Worthington Yeoman
Defendant In a Plea of Trespass on the Case & when on said Samuel
says that on the twentieth of January last & said
Worthington he was possessed of a certain horse of the value
often pounds as of his own proper estate which said Morne
said Samuel on the same day lawfully lost & thereupon
here thereafter was on the same day by finding came
into the hands & possession of said John & the said John
well knowing the said horse to be the property of said
Samuel never delivered the said horse to said Samuel
though often requested to the Damage of said Samuel
twenty pounds the said being now three times publicly
called to come into Court under Default of Appearance
here thereupon it is considered by the Court that said
Samuel recover against said John the sum of
after which the Jly by Edward
Mather Esq. acknowledges Satisfaction of the Damages
& Costs

Merrich
vs
Howl
(N^o 83)

Samuel John Merrich of Wilbraham
in our County of Hampshire Gentleman Plaintiff
Edward Howl of said Wilbraham Yeoman Defendant In a
Plea of the Case for that said Edward at said Wilbraham
on the twenty fifth day of August last by his Oath
promised said Merrich to pay him thirteen pounds
twelve shillings & four pence on demand with Interest
yet said Edward tho' requested never paid the same
to the Damage of said Merrich fifteen pounds the
parties appear & agree to have this Case continued
untill next term & then Judgment to be final
thereupon it is considered by the Court that said
parties have Day here untill the third Sunday of
May next

King
vs
Chapman
(N^o 84)

Oliver King of Wilbraham in our County of
Hampshire Yeoman Plaintiff vs Robert Chapman of said Wilbraham
Yeoman Defendant In a Plea of Covenant broken for that said
Robert at said Wilbraham on the first day of April next
hundred twenty six by his Deed for the Consideration of two
hundred pounds therein mentioned conveyed to said Oliver
one certain tract or parcel of Land lying in said Wilbraham
the third or fourth division of the outward Common to have
& to hold the premises with the appurtenances thereof to
said Oliver & his heirs forever as of their own proper use
& therein covenanting with himself that the same was
free from all incumbrances whatsoever & he the said Robert
& his heirs would forever warrant & defend the same to
said Oliver & his heirs forever against all Claims &
Demands whatsoever yet said Robert rescurt then well
nine of the premises & had not full power to sell the same
nor has said Robert warranted or defended the same to the Plaintiff
could the said Oliver use the same without Lawful molestation
& so the said Robert hath broken his covenant & caused to the
Damage of said Oliver three hundred pounds the parties
appear & agree to have this Case continued untill next
term thereupon it is considered by the Court that said
parties have Day here untill the third Sunday of May
next

Oliver Bliss of Wilbraham in our County of Hampshire
Gent^r vs William King of said Wilbraham Gent^r of
Ingleton of the Case for that said William at said Wilbraham
on the Eighteenth day of March seventeen hundred eighty
three by his Note promised said Oliver to pay him
four pounds eighteen shillings & four pence & demand
with interest yet said William tho requested never
paid the same to the Damage of said Oliver eight
pounds the Debt being now three times publicly
called to come into Court neither Default of Appearance
here thereupon it is considered by the Court that
said Oliver recover against said William five pounds
fifteen shillings & eight pence Damages & Costs
Paid out one pound sixteen shillings & two pence
N^o Exp^{ts} Feb 23^d 1786

Edward Dickson of Chesham in
The County of Middlesex & State of Connecticut
Merchant vs Elijah Phelps of Wilbraham in said
County of Hampshire Ingleton of the Case for that Elijah
on the Twentieth day of April seventeen hundred eighty
three by his Note promised said Edward to pay him five
pounds Lawful money by the first day of September then
next yet said Elijah tho requested never paid the same to the
Damage of said Edward eight pounds the Debt being
now three times publicly called to come into Court
neither Default of Appearance here thereupon it is
considered by the Court that said Edward recover against
said Elijah five pounds sixteen shillings & nine pence Damages
& Costs Paid out one pound fifteen shillings & ten pence
Exp^{ts} Feb 23^d 1786

Jonathan Morris of Wilbraham in our
County of Hampshire Gent^r vs Joseph Jones of said Wilbraham
Gent^r of the Case for that said Jonathan on the
Twenty eighth day of January seventeen hundred eighty three
by his Note promised said Joseph to pay him eight pounds
fourteen shillings & demand with interest yet said Joseph
tho requested never paid the same to the Damage of
said Jonathan twelve pounds the parties appear & agree
to have this case continued until next term thereupon it
is considered by the Court that said Jonathan recover
until the third Tuesday of May next

Paterson
the
1888

Thomas Patrick of Ware in our County of Hampshire
Yeoman & Mr. Edward Lee of said Ware Yeoman & I in
place of the Case for that said Edward Lee on the
twenty fifth day of January last by his Note promised
said Thomas to pay him ten pounds to be paid by the
day of October then next Interest & that said Edward Lee
requested never paid the same to the Damage of said
Thomas twelve pounds the parties appear & agree
to have this Case continued untill next term & then
Judgment to be final thereupon it is Considered by
the Court that said parties have Day here untill
the third Sunday of May next.

Clark
Hammum
1889

Richard Clark late of Boston in our
County of Suffolk Esq. & Rachel Hammum of
Belphertown in our County of Hampshire Widow
on the estate of Aaron Hammum late of said Belphertown
Deceased in said Capacity Defendant pleads that the said
Rachel render to said Richard sixty six pounds
sixteen shillings & four pence which from him she unjustly
defending for that said Aaron when living on the twentieth
day of May seventeen hundred twenty two by his
writing obligatory acknowledged himself to be bound
to said Richard in the said sum of sixty six pounds
sixteen shillings & four pence to be paid on demand & that
Aaron the requester never paid the same to the Damage
of said Richard one hundred pounds the Defendant appears
& moves for a continuance of this Case untill next
term thereupon it is Considered by the Court that
this Case be continued & that said parties have Day here
untill the third Sunday of May next.

Dickinson
Lawson & al
1890

Nathaniel Dickinson of Amherst in
our County of Hampshire Yeoman & Mr. Clark
Lawson & al of said Amherst Gent. & the of said
Amherst Debtors of the Case for that said Clark
& al at said Amherst on the thirteenth day of August
seventeen hundred eighty four by his Note promised
said Nathaniel to pay him twenty two pounds fourteen
shillings & four pence on demand with Interest & that said
Clark & al the requester never paid the same to the
Damage of said Nathaniel fifteen pounds the Debt
being now three times publicly called to come into Court
without default of appearance this Considered by the
Court that this Case be continued untill next term &
then Judgment to be final & that said parties
have Day here untill the third Sunday of May next.

James Perkins of Amherst in our County of Hampshire
Plffs Henry Cook of New Salem in said County Yeomen
Deft In a plea of the Case for that said Henry at said
Pelham on the eighteenth day of June last by his note
promised said Cook to pay him six pounds & lawful money
within three months from the date within three months
from the date with interest in three months from the
date yet said Henry tho' requested never paid the same
to the Damage of said Cook twelve pounds the same
appear & agree to have this Case continued untill next
term & then Judgment to be final thereupon it is
considered by the Court that said parties have day
here untill the third Tuesday of May next in

31
Perkins
vs
Cook
1871

Silent Witte of Shuterbury in our County
of Hampshire Yeomen Plffs Samuel Wendell Senr
of New Salem in said County Yeomen Deft In a plea of
the Case for that said Samuel on the sixteenth day of
November last promised said Silent to pay him thirteen
pounds & ten shillings on demand yet said Samuel tho'
requested never paid the same to the Damage of said Silent
fifteen pounds the parties appear & agree to have this
Case continued untill next term & then Judgment
to be final thereupon it is considered by the Court
that said parties have day here untill the third
Tuesday of May next

Witte
vs
Wendell
1872

John Carwell of Wendell in our County
of Hampshire Yeomen Plffs Elisha Clary of
Leverett in said County Yeomen Deft In a plea of the
Case for that said Elisha at said Leverett on the fourteenth
day of May seventeen hundred eighty two by his note
promised said John to pay him seven pounds nineteen
shillings & two pence & lawful money on demand with
interest yet said Elisha tho' requested never paid the
same to the Damage of said John twelve pounds
the Debt being now three times publickly called to
come into Court & make Default of Appearance here
thereupon it is considered by the Court that said
John recover against said Elisha six pounds one
shilling & six pence Damages & Costs taxed at one
pound ten shillings & six pence - Ex ist Feb 25th 1876

Carwell
vs
Clary
1873

William Hutteridge of Amherst in our County
of Hampshire Surgeon Plffs Daniel Heath of Shuterbury
in said County Yeoman & Scot Heath of Eastern in our County
of Bristol Yeoman Deft In a plea of the Case for that said
Daniel & Scot at said Amherst on the twenty eighth day
of April last by their note promised said William to pay
him eighteen pounds & lawful money in three months from
the date with interest yet said Daniel & Scot tho' requested
never have paid the same to the Damage of said William
forty five pounds the parties appear & agree to have this
Case continued untill next term & then Judgment to be
final thereupon it is considered by the Court that
said parties have day here untill the third Tuesday
of May next

Hutteridge
vs
Heath
1874

Danforth
vs
More
N^o 75

Joshua Danforth of Pittsfield in our County of Berkshire
Merchant vs Roger More of Schaffrid in our County of
Hampshire Gentlemen Deft In a plea of the Case for that
said Roger on the thire day of May seventeen hundred
eightyfour by his Note promised said Joshua to pay
him one hundred & seventeen pounds in John Pierl
Certificates on Demand the Interest of which I promise
to pay in solid Coin & the said Joshua avers that the
aforesaid was equal in value to twenty three pounds &
eight Shillings yet said Roger tho requested never
paid the same or the interest thereof to the Damage
of said Joshua fifty pounds the parties appear & agree
to have this Case continued untill next term & then
Judgment to be given thereupon it is considered by the
Court that said parties have day here untill the thire
Tuesday of May next 1787

Hubbard
vs
Buck
N^o 76

Zadock Hubbard of Pittsfield in our
County of Berkshire vs Samuel Buck
of Northampton in our County of Hampshire Gentlemen
Deft In a plea of the Case for that said Samuel on the
twelfth day of September last by his Note promised said
Zadock to pay him three pounds Lawful money on
Demand with Interest — Also for that said Samuel on
the twelfth day of September last by his other Note promised
said Zadock to pay him three pounds Lawful money
on Demand with Interest — Also for that said Samuel
on the same twelfth day of September by his other Note
promised said Zadock to pay him two pounds eleven
shillings & one penny on Demand with interest — Also
for that said Samuel on the thirtieth day of December
last was indebted for said Zadock in the sum of twenty
five Shillings Lawful money for so much money had &
received — Yet said Samuel tho often requested never paid
the same to the Damage of said Zadock twenty pounds
the parties appear & agree to have this Case continued
untill next term & then Judgment to be given thereupon
it is considered by the Court that said parties have day
here untill the thire Tuesday of May next 1788

Scart
vs
More
N^o 77

Israel Scart of Wilmington in our County
of Berkshire Gentlemen vs Roger More of Schaffrid in
our County of Hampshire Gentlemen Deft In a plea of the
Case for that said Roger on the tenth day of September
seventeen hundred twenty eight by his note promised said
Israel to pay him eight hundred Dollars in paper currency
on Demand with Interest & the said Israel avers that the
said sum was equal to fifty nine pounds sixteen
shillings Silver Coin yet said Roger tho requested never
paid the same to the Damage of said Israel eighty eight
pounds the parties appear & agree to have this Case continued
untill next term thereupon it is considered by the Court
that said parties have day here untill the thire Tuesday
of May next 1788

John Worthington of Springfield in our County of Hampshire
Esq. vs. Thomas Warren of Williamsburgh in said
County of Gloucester Deft. In plea of the Case for that said
Thomas at said Springfield on the twenty fourth day
of February sixteen hundred & twenty three by his
Note promised said John to pay him five pounds &
five shillings on demand with interest but said Thomas
has requested never paid the same to the damage
of said John twelve pounds the parties appear & agree
to have this Case continued until next term then
Judgment to be given thereupon it is considered by the
Court that said parties have day here until the third
Tuesday of May next

32
Worthington
vs
Warren
(N 90)

John Worthington of Springfield in our
County of Hampshire Esq. vs. Ephraim Powers
& Elisha West both of Haverhill in said County of Gloucester
Deft. In plea of the Case for that said Ephraim & Elisha
on the fourteenth day of February sixteen hundred
& twenty three by their note promised said John to pay him
three hundred & forty five Spanish milled Dollars on
demand with interest but said Ephraim & Elisha the
requested never paid the same to the damage of said
John two hundred pounds the Deft being now three
times publicly called to come into Court in default
of appearance here thereupon it is considered by
the Court that said John recover against Ephraim
one hundred twenty eight pounds & seven shillings
Damages & Costs taxed at one pound ten shillings
& two pence — Ex vs Feb 23rd 1706

Worthington
vs
Powers
(N 91)

John Worthington of Springfield in our
County of Hampshire Esq. vs. Joseph Billings
& Benjamin Billings both of Belchertown in our County
of Hampshire Esq. Deft. In plea of the Case for
that said Joseph & Benjamin on the tenth day of
April sixteen hundred & twenty nine by their Note
promised said John to pay him four pounds five
shillings & six pence on demand with interest but said
Joseph & Benjamin the requested never paid the
same to the damage of said John fourteen pounds
the Deft being now three times publicly called to come
into Court in default of appearance here thereupon
it is considered by the Court that said John recover
against said Joseph eight pounds Eleven shillings &
nine pence Damages & Costs taxed at one pound seven
shillings & eight pence Whereupon said Joseph & Benjamin
by John Chester Williams Esq. come into Court & appeal
from the Judgment of this Court to the Supreme
Judicial Court holden at Northampton in & for our
County of Hampshire the first Tuesday of April
next & he recognises with sureties at the said Court
for said Deft prosecuting their said Appeal with
Effect as by said Recognizance on file appears

Worthington
vs
Billings
(N 92)

Worthington John Worthington of Springfield in our County of Hampshire
vs. Plaintiff
thent
N^o 101
Eggs. M^{or} Elijah thent of Granby in said County Gent^l
Def^t I shew that the sum of one hundred &
twenty pounds which to him he owes & from him unjustly
detains for that at said Springfield on the twenty first day
of March Seventeen hundred & seventy seven said Elijah by
his bond bound himself to said John in the sum of one hundred
& twenty pounds lawful money on demand & yet said Elijah
tho' requested never paid the same to the damage of
said John one hundred & twenty pounds the parties appear
& refer this case to the award Judgment & Determination
of Ruggles Woodbridge, Gideon Bart Israel Chapin Esq^r
the award of them or either two of them to be final
and this can be equitably to the right of them

Worthington John Worthington of Springfield in our County
of Hampshire Esq^r M^{or} Elijah thent of Granby in said
County Gent^l Def^t I shew of the case for that said
thent
N^o 102
Elijah at said Springfield on the thirteenth Day of
August Seventeen hundred eighty four by his note promising
said John to pay him one hundred & fifty pounds thirteen
shillings & three pence on demand with Interest yet
said Elijah tho' requested never paid the same to the damage
of said John three hundred pounds the parties appear
& agree to have this case continued until next term &
then Judgment to be final thereupon it is considered by
the Court that said parties have day here until the
third Tuesday of May next &

Worthington John Worthington of Springfield in our
County of Hampshire Esq^r M^{or} Seth Green of Westfield
vs. in said County Esq^r Def^t I shew of the case for that
thent
N^o 103
said Seth at said Springfield on the seventeenth day of
May Seventeen hundred eighty four by his note promising
said John to pay him twenty nine pounds five shillings
& two pence on demand with Interest - Also for that said
Seth at said Springfield on the twenty sixth day of August
last by his other note promised said John to pay him
ten pounds sixteen shillings & eight pence on demand with
Interest yet said Seth tho' requested never paid the same
to the damage of said John sixty pounds the Def^t being
now three times publicly called to come into Court making
default of appearance here thereupon it is considered
by the Court that said John recover against said Seth
for thirty three pounds nine shillings & six pence Damages
& Costs and yet one pound eleven shillings & ten pence
Exp^s in Feb^y 23rd 1786

Thomas Willinton of Springfield in our County of Hampshire
 Gentⁿ Mr. Caleb Hitchcock of Brookfield in our County
 of Worcester Yeoman Left Ingle of the Case for that
 said Caleb at said Springfield on the twelfth day of
 April seventeen hundred eighty four by his Vote promising
 one Luke White to pay him Eighteen pounds seven
 Shillings & nine pence on demand without interest & the said
 Luke afterwards on the same day by his Indorsement
 on said Note ordered the contents thereof to be
 paid said Thomas of which said Caleb had notice
 yet said Caleb the requested never paid the same to the
 Damage of said Thomas twelve pounds the Left being
 parties appear & agree to have this Case continued
 untill next term & then Judgment to be final thereupon
 it is considered by the Court that said parties have
 Day here untill the third Tuesday of May next in

Willinton
 Hitchcock
 NW

Ephraim Chapin of Springfield in our
 County of Hampshire Gentⁿ Executor of the last will
 Testament of said Springfield Dec^d in said County
 Mr. or M^r Taylor of South Hadley in said County
 Yeoman Left In a plea of Ejectment wherein he
 Demands against said M^r several tracts of Land
 lying in said South Hadley one tract containing twenty
 Acres near the head of Buttery brook being the first
 Choice of Samuel Brown four hundred & four acres called
 as appears by record Also another parcel of Land
 containing three Acres lying in slope & Meadow bounding
 Westerly on Land formerly William Smiths - also another
 tract which Joseph Taylor containing eleven acres
 forty rods also a Messuage & eleven Acres & quarters of Land
 being the homestead on which the said M^r lately
 dwelt also a tract containing twenty five acres being
 Land which said M^r holds by Dec^d from Samuel Taylor
 The said Ephraim says that said M^r on the fourth day
 of May seventeen hundred & fifty nine by his Dec^d conveyed
 the aforesaid Messuage & tracts of Land to said M^r
 to have & to hold the same unto absolute state of
 Inheritance in fee simple of which Dec^d the said M^r
 became seized of the Messuage & the twenty five Acres
 aforesaid & said Ephraim says he ought to have possession
 of the same Yet said M^r still continues to eject & hold
 him out to the Damage of said Ephraim Nine & seven
 the Debt being now three times publicly called to come
 into Court & answer & default of Appearance here
 thereupon it is considered by the Court that said
 Ephraim recover against said M^r Judgments for his
 Rent & Possession of the lands paid for unless said M^r & his wife within
 two months pay to said Ephraim Thirty five pounds in M^y Hillings
 and seven pence Debt and Costs of Suit taxed at L^{ts} 12. 6. & thereupon
 Writ of Facias to be Issued on 1st May 6. 1786

Chapin
 or
 Taylor
 N 104

Chapin
vs
Lay
N^o 106
Ephraim Chapin of Springfield in our County of
Hampshire Gentlemen Plffs. Clearer Day of West
Springfield in said County Yeoman Deft In plea of the
Case for that said Clearer at said Springfield on the
twenty seventh Day of March last in term six
eighty by his Vot^e promiss^e said Ephraim to pay him
five pounds seven shillings & one penny two farthings
to be paid in Wheat or Indian Corn with Interest
& said Ephraim says that he was ever ready to receive the
same to the Damage of Ephraim twelve pounds the Deft
being now three times publicly called to Court
mat^r Default of Appearance here thereupon it is
considered by the Court that said Ephraim recover
against said Clearer seven pounds five shillings & one
penny Damages & Costs taxed at one pound ten shillings
& two pence — Ex^{ra} ip^s Feb 23rd 1706

Hunt
vs
Collins
N^o 107
Thomas Hunt of Springfield Gent^l
George Leonard of West Springfield both in our County
of Hampshire Plffs. Levi Collins George Goddard
both of Moorstown in the County of Orange & State of
Vermont Defts In plea of the Case for that said Levi
& George on the twenty fourth Day of June next
hundred Eighty four in term hundred eighty four were
justly indebted to said Thomas & George in the sum of
Sixteen pounds six shillings & three pence on book account
& in consideration thereof said Levi & George promised
to pay the same on demand yet said Levi & George
tho^o requested never paid the same to the Damage of
said Thomas & George forty pounds the said Levi
on whom service alone was made being now three
times publicly called to come into Court mat^r
Default of appearance here thereupon it is considered
by the Court that said Hunt & Leonard recover against
said Levi Sixteen pounds six shillings & three pence
Damages & Costs taxed at one pound eleven shillings
& four pence — Ex^{ra} ip^s Feb 23rd 1706

Chapin
vs
Burbank
N^o 108
Phineas Chapin of Springfield in our County
of Hampshire Gent^l Plff vs Timothy Burroughs of
West Springfield in said County Yeoman Deft In plea
Deft that he render six pounds seven shillings & ten pence
& whereupon said Phineas says that by the consideration
of our Justices of our Court of Common Pleas recovered
Judgment against said Timothy the aforementioned sum
whereof the said Timothy is bound as by record of said
Court appears which Judgment remains in full force
not satisfied whereby action has accrued to the Plff
yet said Timothy tho^o requested never paid the same
to the Damage of said Timothy twenty pounds the Deft
being now three times publicly called to come into Court
mat^r Default of Appearance here thereupon it is
considered by the Court that said Phineas recover
against said Timothy ten pounds fourteen shillings
six pence Damages & Costs taxed at one pound eleven
shillings & ten pence — Ex^{ra} ip^s Feb 23rd 1706

Aaron Billings of Conway in our County of Hampshire
Shopkeeper vs Ephraim Price of Sunderland in said
County Yeoman & Plaintiff of the Case for that said
Ephraim at said Conway on the twenty second Day
of March sixteen hundred eighty three by his Note
promised said Aaron to pay him eighteen pounds
Lawful money in two years from the Date of said
Note with interest Yet said Ephraim the requested
never paid the same to the Demand of said Aaron
twenty five pounds the Debt being now three times
publicly called to come into Court makes Default
of Appearance here thereupon it is considered by the
Court that said Aaron recover against said Ephraim
the sum of ^{£ 21. 2. 11} Damages & Costs of Suit £ 1. 9. 11 & three of a p. ^{Ex^{te} April 5. 1786}

It
Billings
vs
Price
N^o 109

Shineas Bennett of Ashfield in our
County of Hampshire Physician vs John Thiny
of Ashfield in said County Cordwainer Debt Plaintiff of
the Case for that said John on the eighth Day of April
sixteen hundred eighty three by his Note promised
one Caleb Thiny to pay Nine pounds eleven shillings
on Demand with interest & after said on the same Day
said Caleb by his Indorsement on said Note ordered
the Consent of said Note then unpaid to be paid the
1/3 of which said John has not become liable
to pay the same Yet said John the requested never
paid the same to the Demand of said Shineas
fifteen pounds the parties appear & agree to have
this Case continued untill next term thereupon it
is considered by the Court that said parties have
Day here untill the third Tuesday of May next

Bennett
vs
Thiny
N^o 110

Aaron Billings of Conway in our County
of Hampshire Yeoman vs Ebenezer Montague of
said County Yeoman & Plaintiff of the Case for that
said Ebenezer & Elisha at said Conway on the twenty sixth
Day of January last by their Note promised said Aaron
to pay him Nine pounds two shillings & ten pence on
Demand with interest Yet said Ebenezer & Elisha the
requested never paid the same to the Demand of said
Aaron fifteen pounds the Debt being now three times
publicly called to come into Court makes Default of
Appearance here thereupon it is considered by the Court
that said Aaron recover against said Ebenezer & Elisha
the sum of Nine pounds three shillings & nine pence
Damages & Costs of Suit taxed at £ 1. 11. 3 & three of a p.
^{Ex^{te} April 5. 1786}

Billings
vs
Montague
N^o 111

Emerson
v
Sild
N^o 112

John Emerson the second of Conway in our County of Hampshire Yeoman & Samuel Sild of Conway in said County Yeoman & I the Justices of the Peace for that said County at said Conway on the tenth day of December Seventeen hundred eighty four by his Note promised & covenanted to pay him five pounds on the twentieth day of the same December & the said Sild after wards by his Indorment on said Note ordered the contents of said Note then unpaid to be paid the Sild of which said Samuel had notice & so became liable to pay the same yet said Samuel tho requested never paid the same to the Damage of said John ten pounds the parties appear except to have this case continued until next term & then the Judgment to be final thereupon it is considered by the Court that said parties have day here until the third Tuesday May next.

Billings
v
Steel
N^o 113

William Billings of Conway in our County of Hampshire Esq^r & John Steel of Severitt in said County Yeoman & I the Justices of the Peace for that said County at said Conway on the second day of February Seventeen hundred eighty four by his Note promised said William to pay him five pounds nine shillings & pence on Demand with interest yet said John tho requested never paid the same to the Damage of said William ten pounds the Justices now three times publicly called to come into Court makes Default of Appearance here thereupon it is considered by the Court that said William recover against said John the sum of six pounds two shillings & four pence Damages & Costs of such taxed at 2s 9d & 3d therefor.

Ex^{te} April 5 1786

Whitmore
v
Solomon
N^o 114

Daniel Whitmore of Sunderland in our County of Hampshire Esq^r & Solomon Solomon of Whately in said County Yeoman & I the Justices of the Peace for that said County at said Sunderland on the fourth day of September Seventeen hundred eighty three by his Note promised said Daniel to pay him twenty pounds Silver money by the first day of December then next with Interest but said Solomon tho often requested never paid the same to the Damage of said Daniel twenty pounds the Justices now three times publicly called to come into Court makes Default of Appearance here thereupon it is considered by the Court that said Daniel recover against said Solomon the sum of Twenty one pounds five shillings & three pence Damages & Costs of such taxed at 2s 8d & 3d therefor.

Ex^{te} April 5. 1787

Abner Clark of Northampton in our County of Hampshire 85
Labourer vs For Ezra Phillips of Chesterfield in our County
Yeoman Deft In answer of the Case for that said Ezra on
the second Day of August last promised said Abner
to pay him six pounds Lawful money by the first day
of October then next without interest. (Mo for that
said Ezra on the second Day of August last by his
other Note promised said Abner to pay him six shillings
Lawful money on demand with interest yet said Ezra
tho requested never paid the same to the damage of
said Abner ten pounds the Deft being now three times
publicly called to come into Court neither default
of Appearance here thereupon it is considered by
the Court that said Abner recover against said
Ezra six pounds nine shillings & ten pence Damages
& Costs taxed at one pound eighteen shillings and
six pence Ex^{ist} Feb 24th 1786

Jonah Richardson of Thame in the County of Berkshire & State of New Hampshire Gent^l Richardson
vs Abigail his wife & Ebenezer Hunt Jun^r of Northampton White
in our County of Hampshire Gent^l Executors of the last
will & testament of Seth Hunt late of said Northampton
Died in said Capacity vs For Thomas White the son late
of Southley in said County yeoman defendant In answer
of the Case for that said Thomas on the tenth day of August sixteen
hundred eighty three by his note promised said Executors
to pay them four pounds Lawful money on demand
with Interest yet said Thomas tho often requested
never paid the same to the damage of said Executors
in the said Capacity ten pounds the Deft being now three
times publicly called to come into Court neither default
of Appearance here thereupon it is considered by the
Court that said Jonah Abigail & Ebenezer recover against
said Thomas four pounds twelve shillings & five pence
Damages & Costs taxed at one pound and fourteen
shillings Ex^{ist} Feb 24th 1786

Eviston Burwick of Chesterfield in our County of Hampshire Yeoman Burwick
vs Samuel Withall Withall
late of said Chesterfield Gentleman Deft In answer of
the Case for that said Samuel on the fourteenth
day of January last by his Note promised said Eviston
to pay him twenty one pounds fifteen shillings on demand
with Interest yet said Samuel tho often requested never
paid the same to the damage of said Eviston
thirty pounds the Deft being now three times
publicly called to come into Court neither default
of Appearance here thereupon it is considered by
the Court that said Eviston recover against said
Samuel twenty one pounds nineteen shillings & two
pence Damages & Costs taxed at two pounds three
shillings & ten pence Ex^{ist} Feb 24th 1786

Strong
or
Clapx at
N 118

Caleb Strong of Northampton in our County of
Hampshire Esq. vs. Abiel Clap of Southampten
in said County Yeoman & Ebenezer Clap of said
Northampton Yeoman Defts. In a plea that they answer
to said Caleb eighteen pounds & fifteen shillings
lawful money which they owe for that said Abiel
& Ebenezer to said Northampton on the third day
of December next an hundred twenty six by their
Writing obligatory bound themselves to said
Caleb in the sum of Eighteen pounds & fifteen shillings
to be paid whenever they should be requested by said
Abiel & Ebenezer tho requested never paid the same
to the Damage of said Caleb thirty five pounds the Defts
being now three times publicly called to come into
Court makes Default of appearance here thereupon
it is considered by the Court that said Caleb recover
against said Abiel & Ebenezer fourteen pounds
seventeen shillings & three pence Damages & Costs taxed
at one pound six shillings & six pence Ex. p. Feb 24th 1786

Wineholes
or
Cunningham
N 119

John Wineholes of Brimsfield in our County
of Hampshire Yeoman vs. David Cunningham late
of Brimsfield in said County Yeoman Deft. In a plea
of trespass on the Case for that said David at Spicer
on the fifteenth Day of September next an hundred
twenty one by his Note promised one Elizabeth Sinclair
to pay her thirteen pounds six shillings & eight pence
in four years from the date of said Note with interest
& after said said Elizabeth intermarried with one
John Dunn & the said John Dunn by his Indorsement
on said Note ordered the Contents thereof to be
paid the 1/3 of which the said David had notice
& so became liable to pay the same but said David
tho requested never paid the same to the Damage
of said Wineholes thirty pounds the parties appear
& agree to have this Case continued until next
Term & then Judgment to be final thereupon it
is considered by the Court that said parties shew
Lay here until the third Tuesday of May next

Bond
or
Abiel
of Brimsfield
N 120

John Bond of Brimsfield in our County
of Hampshire Yeoman vs. the Inhabitants of
said Brimsfield Defts. In a plea of trespass on the Case
for that one Ebenezer Missett Treasurer of the Town of
said Brimsfield on the first Day of April next an hundred
eighty one by his Note for the use of said Inhabitants
promised said John to pay him thirty pounds lawful
money in two years from the date of said Note with
Interest yet said John on the request never paid the
same neither have said Inhabitants paid the same
to the Damage of said John forty five pounds the Defts
being now three times publicly called to come into
Court makes Default of appearance here thereupon
it is considered by the Court that said John recover
against said Inhabitants thirty one pounds five
shillings & seven pence Damages & Costs taxed at two
pounds six shillings & six pence Ex. p. Feb 24th 1786

Samuel Hinchley of Brookfield in our County of Worcester
 Gent^{le} vs Samuel Buch of Northampton in our County
 of Hampshire Gent^{le} & Shepherd of trespass on the Case
 For that said Hinchley before the Justices of our County of
 Hampshire holden at Springfield in our County of
 Hampshire on the third Tuesday of May nexten hundred
 eighty four by the consideration of our said Justices
 recovered Judgment against one Alexander Miller of
 the same Northampton Gent^{le} for the sum of sixteen
 pound & five pence Lawful money Damages & two
 pence seven shillings & eight pence Costs of Suit &
 afterwards said Hinchley sued out our Writ of
 Execution against said Miller for the sum of thirteen
 pence twelve shillings & nine pence in part of the
 aforesaid Sum & the sum of four shillings more for
 the same Writ of Execution & afterwards on the ninth day
 of May last he the said Buch by his Note promised said
 Hinchley that if he the said Hinchley would return
 the same Writ of Execution unsatisfied that he the
 Buch would pay him the said Hinchley the Contents
 of the same Execution with Interest from the time
 Judgment was recovered till paid. Yet said Buch
 tho' requested never paid the same to the Damage of
 said Hinchley sixteen pounds the parties appear
 & agree to have this Case continue until next
 Term & then Judgment to be given thereupon it is
 considered by the Court that said parties have day
 here until the third Tuesday of May next in

Hinchley
 or
 Buch
 N^o 21

Sami Shephard of Northampton in our
 County of Hampshire Apothecary vs Sami Giquet
 of Northampton in our County of Hampshire Physician
 & Dr of trespass on the Case for that said Sami
 Shephard on the first day of December last
 in consideration that the said Sami Giquet at the request of
 said Sami Shephard before that time sold & delivered to him
 said Sami Giquet Greenware & merchandise & Drugs
 medicines & sume on himself & to said Sami Giquet
 to pay so much money as the said Goods Drugs &
 were reasonably worth with Interest & the said Sami
 Giquet that the same Goods & were worth the
 sum of fifteen pounds & thirteen shillings Lawful
 money of which said Sami Giquet had notice yet said Sami
 tho' requested never paid the same to the Damage
 of said Sami Shephard nineteen pounds the parties appear
 & agree to have this Case continue until next
 Term & then Judgment to be given thereupon it
 is considered by the Court that said parties have
 day here until the third Tuesday of May next

Giquet
 or
 Shephard
 N^o 22

Colman
Phillips
N^o 123

Nathanial Colman of Chesterfield in our County of Hampshire Yeoman Plffs Exra Phillips of said Chesterfield Yeoman Deft Inasph of trespass on the Case for that Exra at said Chesterfield on the fourth Day of January seventeen hundred eighty four by his Note promised said Nathanial to pay him fifteen pounds fifteen shillings & six pence on demand without interest yet said Exra there requested never the same to the Damage of said Nathanial twelve pounds the Deft being now three times publicly called to Come into Court neither Default of Appearance here thereupon it is Considered by the Court that said Nathanial recover against said Exra Nine pounds & one penny Damages Costs taxed at one pound ten shillings & six pence
June 28/1786

May
For
Pritchard
N^o 124

(Nehemiah May of Gochenour County of Hampshire Yeoman Plffs Humphry Pritchard of Northamptonshire in our County of Berkshire Et al Thier & al Deft Inasph of trespass on the Case for that Humphry & al at Albany on the fifteenth Day of February seventeen hundred seventy eight was indebted to said Nehemiah in the sum of sixty seven pounds four shillings Lawful money for twenty eight gallons of Claret wine there before that time sold & delivered at the request of said Humphry & al & being so indebted in consideration thereof they promised to pay the same on demand & the Plffswers that the aforesaid sum was equal in value to nineteen pounds three shillings & one penny Lawful silver money yet said Humphry & al tho requested never paid the same to the Damage of said Nehemiah thirty pounds the Deft now appears by Theodore Hodgwin Esq Exra comes & defends the force & injury & says he never promised in manner & form as the Plff alleged & there of puts himself on the Country & the Plff likewise thereupon the Jurors of the Jury according to the form & effect of the Statutes in such Case made & provided being duly sworn & impowered at this time returned & declare upon their oaths that they find the said Humphry guilty in manner as the Plff alleged & says Damages at £13. 8. 10 & find that it is considered by the Court that the said Nehemiah do recover against said Humphry £13. 8. 10 Damages & Costs of Suit taxed at £2
Whereupon said Humphry in his own proper person appeals from the Judgment of this Court to the Supreme Judicial Court holden at Northampton in & for our County of Hampshire the last Sunday of April next & he recognises with Sureties as the Law directs for his prosecuting & defend with Effect as by Record on file does appear

William Phillips of Boston in our County of Suffolk
Esqr. Peter Silas Fowler of Southwich in our County of
Suffolk. Hampshire Gent. Defendant of the Case for
that said Silas attended Westfield on the thirtieth day of
April seventeen hundred eighty four by his note, promised
said William to pay him Nineteen pounds twelve shillings
lawful money on demand with Interest yet said Silas
there requested never paid the same to the Damage of
said William one hundred pounds the Debt being now
three times publicly called to come into Court
made Default of Appearance here thereupon it is
considered by the Court that said William recover
against said Silas twenty one pounds & fifteen
shillings Damages & Costs taxed at two pounds
fifteen shillings & ten pence. *Ex. pte Feb 24th 1786*

27
Phillips
vs
Fowler
N^o 25

William Phillips of Boston in our
County of Suffolk Esqr. Peter Jonathan Tillotson
Jonathan Tillotson Junr both of Granville in our
County of Hampshire Esqr. Defendant of the Case for
that said Jonathan Jonathan Junr on the fourth
day of August seventeen hundred eighty four by his
Note promised said William to pay him one hundred
pounds lawful money within one year from the date
with Interest yet said Jonathan Jonathan Junr
there requested never have paid the same to the
Damage of said William one hundred & thirty pounds
the parties appear & agree to have this Case continued
until next term & then Judgment to be final
thereupon it is considered by the Court that said
parties have day here until the third Tuesday
of May next.

Phillips
vs
Tillotson
N^o 26

William Phillips of Boston in our
County of Suffolk Esqr. Peter Shadrach Noble of
Middlefield in our County of Hampshire Esqr. Defendant
In a plea of the Case for that said Shadrach attended
Northampton on the twenty eighth day of April
seventeen hundred eighty three by his Note
promised said William to pay him twelve pounds
fourteen shillings & three pence on demand with
Interest yet said Shadrach there requested never
paid the same to the Damage of said William
eighty seven pounds the Debt being now three times
publicly called to come into Court made
Default of Appearance here thereupon it is
considered by the Court that said William recover
against said Shadrach fourteen pounds sixteen
shillings & nine pence Damages & Costs taxed at two
pounds sixteen shillings & four pence *Ex. pte Feb 24th 1786*

Phillips
vs
Noble
N^o 27

Seoycher
v
Cony & al
N^o 128

Henry Seoycher of Western in our County of Hampshire
Joachim Oliver Cony Gent^l & Joseph Nixon
Joachim both of them in our County of Hampshire
Deft Inapples of the Case for that said Oliver &
Joseph said Western on the sixteenth day of April
seventeen hundred eighty three by their Note promised
said Henry to pay him four hundred ten shillings
Lawful money on demand with Interest yet said
Oliver & Joseph tho requested never paid the same
to the Damorage of said Henry in pursuance the
parties appears & agree to have this case
continued untill next term & then Judgment to be
final thereupon it is considered by the Court
that said parties have day here untill the third
tuesday of May next

Thing
v
Beebe Ex^r
N^o 129

William Thing of Wilbraham in our
County of Hampshire Gent^l vs Anna Beebe
of Wilbraham aforesaid Widow Executrix of the
last will & testament of Ebenezer Beebe late of said
Wilbraham deceased in said County Deft Inapples
of the Case for that said Ebenezer on the twenty
fourth Day of February seventeen hundred eighty
by his Note promised said William to pay him
two hundred & thirty seven bushels of
Merchantable Wheat with Interest to be delivered
at the said William's dwelling house by the first day
of January seventeen hundred eighty one which
Wheat the said Ebenezer was of the value of eight
shillings per bushel that he have verben ready
to receive the same yet said Ebenezer never paid the
same in his life time neither hath the said Anna
since his decease tho often requested to the Damorage
of said William eighty pounds the Deft now appears
& prays that this Case may be continued untill next
term & thereupon it is considered by the Court that
said parties have day here untill the third tuesday
of May next

Chaffee
v
Beebe
N^o 130

Hampshire s^t to the Sheriff of our County
of Hampshire or Deputy Greeting - Whereas Comfort
Chaffee of Wilbraham in said County Yeoman before
our Justice of our Court of Common Pleas holden
for said County on the tenth day of August
last by the Consideration of our Justice recovered
Judgment against Anna Beebe of said Wilbraham
Widow Executrix of the last will & testament of
Ebenezer Beebe deceased the sum of twenty seven
pounds three shillings & nine pence Lawful money
Damages & one penny eighteen shillings & one penny
cost of suit whereof the said Anna is convict
& execution awarded thereon against the Goods &
estate of the said Ebenezer deceased in her house & other
mable to our next Court of Common Pleas holden

held at Springfield in aforesaid County on the
second Tuesday of November now last at which Court
Craigh Thibb a deputy Sheriff to whom the same execution
was committed to be served according to Law made
return & indorred thereon that he had made diligent
search that he could not find any Goods or personal
estate of said Ebenezer deceased to satisfy said execution
which was by him said Craigh demurred of for the
said Ebenezer & the said Comfort both requested to us that
we the said Court have not faithfully administered
but has wasted the Goods & estate of said Ebenezer
& whereof the said Comfort has supplicated unto
provide remedy — We command you that you make
known to said Ebenezer that he be before us Justices of
our Court of Common Pleas to be holden at Northampton
on the second Tuesday of February next wherefore the said
Comfort ought not to have execution against her
for his Damages & Costs of her own proper estate & in
warrant thereof upon this order & further to do
receive respect our Court shall then & there consider
the Debt being now three times publicly called
to come into Court makes default of Appearance
here thereupon it is considered by the Court that said
Comfort recover against said Ebenezer & that Execution
issue against her for the sum of twenty nine pounds
nineteen shillings Damages & Costs taxed at two
pounds & four pence Ex. i^o Feb^y 25th 1786

William Phillips Jun^r of Boston in our County of Suffolk
Merchant Plaintiff vs Thomas Smith of
West Springfield in our County of Hampshire Yeoman
Def^t In execution of the Case forthwith said Thomas the fifth
day of August sixteen hundred Eighty four by his
Note promised one Warham Parker to pay him or order
thirteen pounds one shilling & six pence on demand with
Interest & after ward on the first day of January
last said Warham by his Indorment on said Note
ordered the Contents then unpaid to be paid the 1st
of which said William had notice & so became liable to pay
the same Yet said Thomas tho^o often requested never
paid the same to the Damage of said William twenty
pounds the Debt being now three times publicly
called to come into Court makes default of Appearance
here thereupon it is considered by the Court that said
William recover against said Thomas the sum of
one shilling & six pence Damages & Costs taxed
at two pounds fifteen shillings & ten pence l. 1786
Ex. i^o Feb^y 25th 1786

Phillips
vs
Smith
N^o 134

Jerry
vs
Hingsbury
N^o 132

Nathaniel Jerry of Enfield in the County of Hartford
& State of Connecticut Gent^l vs Daniel Hingsbury
of Simsbury in our County of Berkshire Gent^l
Shaffer of the Case for the said Daniel
Enfield on the eighth day of October seventeen hundred
eighty one by his note promised said Nathaniel to
pay him twenty one pounds eight shillings & four
pence on demand with Interest Yet said Daniel tho
requested never paid the same to the Damage
of said Nathaniel thirty pounds the parties appear
agree to have this Case continued until next term
& then Judgment to be final thereupon it is
considered by the Court that said parties have
Day here until the third Sunday of May next

Noble
vs
Hickox
N^o 133

Matthew Noble of Westfield in our
County of Hampshire Yeoman Pl^{ff} vs Lydia Hickox
Widow & Levi Hickox Yeomen both of Greenfield in
our County of Hampshire Def^s Shaffer of the Case
for that said Lydia & Levi on the twelfth day of
August seventeen hundred eighty four by their note
promised said Matthew to pay him Twelve pounds
& lawful money on demand with Interest Yet said
Lydia & Levi tho requested never have paid the
same to the Damage of said Matthew fifteen
pounds the Def^s being now three times
publicly called to come into Court making default
of appearance here thereupon it is considered by
the Court that said Matthew recover against said
Lydia & Levi thirteen pounds one shilling & eight pence
Expenses & Costs thereof one pound fourteen
shillings & six pence - Ex^{ce} Feb 25th 1786

Smith
vs
Haynes
N^o 134

Richard Smith test. of Boston in
our County of Suffolk Merchant Pl^{ff} vs Phineas
Haynes of Springfield in our County of Hampshire
Yeoman Def^t Shaffer of the Case for that said
Phineas on the nineteenth day of October last by
his Note promised one Seth Hitchcock to pay him or
order & pay pounds lawful money within three
months from the date with Interest & otherwise
said Seth by his Indorsement on said Note ordered
the Contents of said Note then unpaid to be paid
the Pl^{ff} of which said Phineas had notice & became
liable to pay the same Yet said Phineas tho requested
never paid the same to the Damage of said Richard
seventeen pounds the parties appear agree to
have this Case continued until next term &
then Judgment to be final thereupon it is
considered by the Court that said parties have
Day here until the third Sunday of May next

Prichard Smith of New London in the County of New London
 & State of Connecticut Merchant Plaintiff Jonathan Burdett Smith
 of Sudlow in our County of Hampshire Defendant In a plea of
 assumpsit for that said Jonathan on the first day
 of December seventeen hundred eighty-four by his note
 promised one Luke Byhis to pay him or order twelve
 pounds ten shillings & one penny lawful money on
 demand with interest & afterwends on the first day of
 April last said Luke Byhis Indorsement on said
 Note ordered the Contents thereof to be paid the
 sum of which said Jonathan had notice & so became
 liable to pay the same yet said Jonathan the requested
 never paid the same to the Damage of said Prichard
 eighteen pounds the Debt being now three times
 publicly called to come into Court makes default of
 Appearance here thereupon it is considered by the Court
 that said Prichard recover against said Jonathan
 thirteen pounds seven shillings & nine pence Damages
 & Costs taxed at one pound ten shillings & two pence
 Ex ipso Feb 25th 1786

Prichard Smith solely of New London in the County of New London & State of Connecticut
 Merchant Plaintiff Jonathan Gooley of New London in our County of Hampshire Defendant In a plea of
 the Debt for that said Jonathan on the thirteenth day of August last by his Note
 promised said Prichard to pay him or order twelve pounds
 twelve shillings & nine pence on demand with
 interest yet said Jonathan the after requested never
 paid the same to the Damage of said Prichard
 twenty pounds the Debt being now three times
 publicly called to come into Court makes default of
 Appearance here thereupon it is considered
 by the Court that said Prichard recover against
 said Jonathan Nineteen pounds three shillings & eleven
 pence Damages & Costs taxed at one pound fourteen
 shillings & eight pence - Ex ipso Feb 25th 1786

Thomas Shing of Wilbraham in this County Gent. Plaintiff
 Chapin of the same Wilbraham Defendant In a Plea of the Debt
 as is at large set forth in the Writ on the Files of this Court on the
 fourth of the third Tuesday of May Anno Dom. 1786 as in the File
 of Court and Cases at that Term - The Plea appears & the said
 Shing being there called to come into Court makes
 default of Appearance here - And thereupon it is considered
 by the Court that this Case be continued for Judgment until
 the third Tuesday of May next

Dwight
vs
Smith
N^o 130

Jonathan Dwight of Springfield in our County
of Hampshire the Sheriff Alfos Aaron Smith of
that Springfield in said County Yeoman Left In
plea of the Case for that said Aaron at said
Springfield on the twenty ninth day of April
seventeen hundred eighty four by his Note promised
said Jonathan to pay him six pounds fourteen
shillings & seven pence on demand with Interest
yet said Aaron tho requested never paid the same
to the damage of said Jonathan ten pence
The Debt being now three times publicly called
to come into Court makes default of Appearance here
thereupon it is considered by the Court that said
Jonathan recover against said Aaron seven pounds
nine shillings & three pence Damages & Costs taxed
at one pound ten shillings & six pence Ex^{ce} ip^{se} Feb 25th 1786

Dwight
vs
Lee
N^o 131

Jonathan Dwight of Springfield in our
County of Hampshire the Sheriff Alfos Daniel
Lee of Southwick in our County aforesaid Yeoman
Left In plea of the Case for that said Daniel at said
Springfield on the eighth day of February seventeen
hundred eighty three by his note promised said
Jonathan to pay him four pounds twelve shillings
& four pence half penny lawful money on demand
with interest yet said Daniel tho requested never
paid the same to the damage of said Jonathan
Nine pounds The Debt being now three times
publicly called to come into Court makes default
of Appearance here thereupon it is considered
by the Court that said Jonathan recover against
said Daniel five pounds nine shillings & one penny
Damages & Costs taxed at one pound eleven
shillings & ten pence - Ex^{ce} ip^{se} Feb 25th 1786

Chapin
vs
Brookes
N^o 132

Jeremiah Chapin of Gremby in our County
of Hampshire Esq^r - Alfos Joseph Brookes of
Ludlow in said County Yeoman Left In plea of
the Case for that said Joseph on the fifth day of
June seventeen hundred eighty by his Note promised
said Jeremiah to pay him seven pounds lawful
money in three months from the date of said
Note yet said Joseph tho requested never paid
the same to the damage of said Jeremiah sixteen
pounds the parties appear & agree to have this
Case continued untill next term & then Judgment
to be final thereupon it is considered by the Court
that said parties have Day here untill the
third Tuesday of May next &c &c

Vinton Leonard of West Springfield in our County of Hampshire
 Plaintiff on the Estate of Luther Leonard of said
 West Springfield deceased in our County Plaintiff
 Miller of Ludlow in said County Defendant
 the Case for that said Joseph at said West Springfield on the
 seventh day of November Seventeen hundred & twenty seven
 by his Note promised said Luther then living to pay him
 three pounds four shillings with Interest but said Joseph
 tho requested never paid the same to the damage of said
 Vinton ten pounds the Debt being now three times
 publickly called to come into Court makes default of
 Appearance here thereupon it is considered by the
 Court that said Vinton recover against said Joseph Six
 pounds two shillings & eight pence Damages & Costs
 taxed at one pound Eighteen shillings & two pence
 Ex. i. f. Feb 25th 1726

Leonard
 vs
 Miller
 Nisi

Daniel Bliss of the City of County of St
 John & Province of New Brunswick Esq. Plaintiff
 Barcom of Chester in our County of Hampshire Clerk
 Defendant of the Case for that said Aaron on the
 thirtieth day of September Seventeen hundred & twenty
 three by his Note promised said Daniel to pay him
 thirty five pounds Lawful money in one Year
 from the date of said Note with Interest but said
 Aaron tho requested never paid the same to the
 damage of said Daniel thirty pounds the parties
 appear & agree to have this Case continued untill
 next term & then Judgment to be given thereupon
 it is considered by the Court that said parties have
 day here untill the third Tuesday of May next

Bliss
 vs
 Barcom
 Nisi

Samuel Burt of Springfield in our County of Hampshire Esq. Plaintiff
 Willington of Haverhill in our County of Middlesex
 Defendant of the Case for that said
 Thomas on the twenty eighth day of March last
 by his note promised said Samuel to pay him
 thirteen pence & four shillings Lawful money
 on demand with interest but said Thomas tho
 often requested never paid the same to the damage
 of said Samuel nineteen pounds the Debt being
 now three times publickly called to come into
 Court makes default of Appearance here thereupon
 it is considered by the Court that said Samuel
 recover against said Thomas thirteen pounds
 eight shillings & six pence Damages & Costs
 taxed at two pounds seven shillings & six pence
 Ex. i. f. Feb 25th 1726

Burt
 vs
 Willington
 Nisi

Symon
Cotton
V M M

Symon Cotton of Springfield in our County of Hampshire
Esq & Mary his Wife Plffs Charles Cotton of said
Springfield Genl Moneys Deft. which said Symon was
in right of his said Wife & Anna Symon of said
Springfield Spinster, which said Mary & Anna are
Children & Heirs of Charles Symon Esq late of
said Springfield Decd Ineplea wherein said
Samuel & Mary demand against said Charles one
Mefuage containing a house & two Acres & half of
Land with the Appurtenances lying in said
Springfield & bounding Northwarily & Easterly on
on the high way Southwarily on Land late of
Josiah Swight Esq. Iced & Westwarily partly
on Land of William Cotton & partly on Land of
Sime Bliss which said Mefuage is with the appurte-
nances the said Symons claim as the right
& Inheritance of said Mary & Anna & whereunto
the said Charles has not entry but by disseisin
by him unjustly & without Judgment Committed
& whereof they complain that the said Charles
Cotton unjustly do force them to the Damage
of Samuel Mary & Anna fifty pounds The Deft
being now three times publicly called to come
into Court makes Default of Appearance here
thereupon it is considered by the Court that the
Demandants recover against said Cotton the
Seisin & possession of a Mefuage & Land with the
Appurtenances above described & Costs taxed at
one pound Eleven shillings & two pence viz
viz 11s 2d March 1796

Brown
Brown
V M M

Jonathan Brown of Somers in our
County of Hampshire Genl Moneys Plffs Ephraim
Brown of Longmeadow in said County Genl Moneys Deft
In a plea of the Case for the said Ephraim on the
third day of May last by his Note promised said
Jonathan to pay him Six pounds one shilling &
four pence by the first day of January then next
yet said Ephraim tho often requested never paid
the same to the Damage of said Jonathan ten
pounds It is now ordered by the Court that
this Case be continued untill next Term & that
said Parties be here untill the third
Tuesday May next

Joel Day of Springfield in our County of Hampshire
Yeoman Plaintiff in Proctor of said Springfield
Joel Day of Springfield on the twenty third day of February
last was justly indebted to said Joel in the sum of
Seven pounds & ten shillings Lawful money for
so much money lent & need paid & advanced for said
Joel at the said Austin's request & in consideration
thereof promised said Joel to pay him the same
whenever he should be required Yet said Austin
tho requested never paid the same to the damage
of said Joel ten pounds the Debt being now three times
publicly called to come into Court makes default
of Appearance here thereupon it is considered by
the Court that said Joel recover against said
Austin Seven pounds & nineteen shillings damages
& Costs taxed at one pound eleven shillings & two
pence Ex ip^o Feb 25th 1786

Proger Clap of Southampton in our County of Hampshire
Yeoman Plaintiff in Proctor of said Southampton
Proger Clap of Southampton on the twenty eighth day of
February last by his Note promised said Samuel
Borley six pounds eleven shillings on demand
with Interest Yet said Samuel tho often requested
never paid the same to the damage of said Proger
twenty pounds the Debt being now three times
publicly called to come in to Court makes
default of Appearance here thereupon it is
considered by the Court that said Proger recover
against said Samuel six pounds eleven shillings
& ten pence Damages & Costs taxed at one pound
six shillings & four pence - Ex ip^o Feb 23rd 1786

Fredrick Chapin of Hattfield in our County of Hampshire
Yeoman Plaintiff in Proctor of said Hattfield
Fredrick Chapin on the fourth day of June last
promised by his Note to pay said David Town
eighty four pounds on order seven pounds twelve
shillings & two pence on demand with interest &
afterwards said David Town by his Indorsement
on said Note ordered the contents thereof to be paid
the bill of which the said David had notice & so became
liable to pay the same Yet said David tho requested
never paid the same to the damage of said Chapin
twenty pounds the Debt being now three times publicly
called to come into Court makes default of Appearance
here thereupon it is considered by the Court that
said Chapin recover against said Town eighty four
pounds seven shillings & nine pence Damages & Costs taxed at
one pound five shillings & six pence Ex ip^o Feb 23rd 1786

Commonwealth
67
Fowler
N^o 149

Hampshire To the Sheriff of our County of Hamp-
shire or Deputy Greeting — Whereas David Fowler
Juror Southwicks in our County of Hampshire Quomans
on the last Tuesday of August last before our Justices
of our Court of General Sessions of the Peace holden at
Northampton in & for our County of Hampshire
personally appeared & acknowledged himself Indebted
to us in the Sum of fifty pounds Lawful money to
be paid of his Goods or Chattels Land or Tenements &
in want thereof of his body to our use if default should
be made in performance of the Condition following
that if Stephen Dewey late of Westfield in our
County of Hampshire Labourer should personally
appear before our Justices of our Court of General
Sessions of the Peace holden at Springfield in & for
said County on the second Tuesday of November next
thence there to answer to such matters & things
as should be objected against said Stephen in behalf
of the Commonwealth particularly to a presentment
of the Grand Jury against said Stephen for an
assault & Battery & in the meantime to be of good
behaviour towards all the lieges subjects of this
Commonwealth & should receive that which our said
Court should then & there enjoin & not Depart
without Licence then said Recognizance to be
void otherwise to remain in full force & where as at
our said Court of Sessions of the Peace the said Stephen
being three times solemnly called to come into
Court thence there did not appear but made default
thereof & by the said Default the said Sum is
forfeited to us & has not been paid & we willing
to have the sum so due speedily paid we command
you that you make known to said David that he
appear before our Justices of our Court of Common
Pleas holden at Northampton in & for our County
of Hampshire the second Tuesday of February next
to shew Cause if any he has why we ought not
to have Execution against said Dewey for the
Sum of fifty pounds forfeited to us & further to
do & receive what our said Court shall consider
Calib Strong Esq^r appears in behalf of the Commonwealth
& the said Dewey in his own proper person & agree
to have this Case continued untill next term
& then Judgment to be final thereupon it is
considered by the Court that said parties have
Day here untill the third Tuesday of May next

92

Hampshire sh - To the Sheriff of our County of Hampshire Commons
of Deputy Greeting Whereas David Southam of
Southampton in said County of Hampshire on the last Thursday
of August last before our Justice of our Court of
General Sessions of the Peace holden at Northampton
and for our County of Hampshire personally appeared
and acknowledged himself indebted to us in the sum of fifty
pounds lawful money to be paid of his goods & chattels
Lands & Tenements & in want thereof of his body to us
Use if default should be made in performance of the
condition following that if Henry Dewey of Northampton
in our County of Hampshire Labourer should personally
appear before our Justice of our Court of General
Sessions of the Peace holden at Northampton in said
County on the second Tuesday of November then
next there thereto answer to us presentment of the
Grand Jury against said Henry for assault &
battery & should do & receive which by said Court
should be enjoined on him & should abide the order
of Court & not depart without Licence then the
recognition to be void otherwise to remain in
full force & whereat said Court of General Sessions
of the Peace the said Henry being three times
solemnly called did not & thereupon we officers
& by said Default said Henry's forfeited to us
& has not been paid & we willing to have the
sum so due speedily paid command you that you
notify him to said Henry that he appear
before our Justice of our Court of Commons Pleas
to be holden at Northampton in & for said County
the second Tuesday of February next to show
Cause if any he has why we ought not to have
Execution against him for the sum of fifty
pounds forfeited to us as aforesaid & further to do
& receive what our said Court shall consider
Just & Strong & if he appears in behalf of the
Commonwealth & said Henry in his own proper
person & appears & swears the Indemnity of this
~~Court to the Supreme Judicial Court~~ to agree to have
this case continued until next term & then
Judgment to be given thereupon it is considered
by the Court that said parties have Day here
until the third Tuesday of May next)

Sowler
N^o 150

Commonwealth
vs
Sowler
1751

Hampshire Is to the Sheriff of our County of Hampshire
or his Deputy greeting. Your Sower of Southwick
in our County of Hampshire Gentlemen on the last
Tuesday of August last before our Justices of our County
of General Session of the Peace personally appeared
& acknowledged himself indebted to us in the sum
of fifty pounds Lawful money to be levied of his Goods
& Chattels Lands or Tenements & in want thereof
his body to our Use if Default should be made in
performance of the Condition following that if
Stephen Dwey late of Westfield in said County Yeoman
should personally appear before our Justices of
our County of Session of the Peace holden at
Springfield in & for said County on the second Tuesday
of November then next to answer to a presentment
of the Grand Jury against said Stephen for an
assault & Battery & should so receive what our said
Court shall think there be enjoined on him & not
depart without Licence then said recognizance
to be void otherwise to remain in full force & wherein
at the same Court the said Stephen being three
times solemnly called to come into Court then &
there did not appear & by said Default the said
Sum is forfeited to us & has not been paid & we
willing to have the sum so due speedily paid
Commend you that you make known to said
Abner that he appear before our Justices of our
County of Common Pleas holden at Northampton
in & for our County of Hampshire the second Tuesday
of February next to shew Cause if any he has why
we ought not to have Execution for the sum of fifty
pounds forfeited to us as aforesaid & Cost of Suit
& further to so receive that which our said Court
shall then & there consider. Caleb Strong
Esq. appears in behalf of the Commonwealth
& the Deft. agrees to have this continued untill
next term & then Judgment to be final thereupon
it is considered by the Court that said parties
have Lay here untill the third Tuesday of May
next to.)

Hampshire to the Sheriff of our County of Hampshire
or his Deputy greeting. Whereas Henry Fowler of
Southwiche in our County of Hampshire Gent on the last Commonweal
tuesday of August last before our Justice of our Court of
General Sessions of the Peace holden at Northampton in
for our County of Hampshire personally appeared Fowler
& acknowledged himself indebted to us in the sum of
fifty pounds Lawful money to be levied of his goods
chattels Lmes & cements & in weent thereof of his
body to our Use if Default should be made in performance
of the condition following that if Henry Fowler
of Westfield in our County of Hampshire Labourer
should personally appear before our Justice of our
Court of Sessions of the Peace then next to be holden at
Springfield on the second tuesday of November then
there to answer to a presentment made by the
Grand Jury against said Henry Fowler for assault &
battery & should do & receive that which by our
Court enjoined him & not depart without Licence
& wherupon at our same Court the said Henry
being three times solemnly called then & there did
not appear & by said Default said sum is forfeited
to us & still remains due & we willing to have the
same paid speedily paid Commaund you that you
make known to said Henry that he appear before
our Justice of our Court of Common Pleas to be
holden at Northampton in & for our County of
Hampshire the second tuesday of ~~November~~ ^{February} next
to show Cause if any he has why we ought not to
have Execution against him for the sum of
fifty pounds forfeited to us as aforesaid & Court of
Just. Caleb Strong Esqr appears in behalf
of the Commonwealth & agrees to have this
Cause continued untill next term & then Judgment
to be final thereupon it is Considered by the Court
that the said parties shew day here untill the third
tuesday of May next ~

Chandler
vs
Oliver
1553

John Chandler late of Worcester in our County of Worcester
Esq. vs Robert Oliver of Chester in our County of
Hampshire Esq. Defendant of Escheat wherein he
demands against said Robert the possession of a tract
parcel of Land lying in said Chester containing one
hundred Acres & is set out in twenty & is bounded as
follows beginning at the South east corner of a tree
marked & running north ten degrees West one hundred
rod to a tree marked thence west ten degrees South
one hundred six by rods thence north ten degrees East one
hundred rods to a tree marked thence East ten degrees
north to the first mentioned boundary & says that one Adam
Smith being lawfully seized & possessed of the said
demanded premises with the appurtenances in his
lifetime as of fee by his deed duly executed at said
Northampton on the third day of October next
hundred sixty three acknowledged registered in Court
to be produced for the sum of five shillings therein
mentioned did convey the demanded premises with the
Appurtenances to said John Chandler by force of which
deed the said John became instantly seized of the said
demanded premises with the appurtenances in his lifetime
as of fee taking the profits thereof to the value of
five pounds by the year but the said Robert hath
since dispossessed the said John unjustly & force the whole
him out of the same to the damage of said John
ninety pounds the parties appear & agree to have this
Case continued until next term & then Judgment to be
final thereupon it is considered by the Court that
said parties have day here until the third Tuesday
of May next

Chandler
vs
Williams
1554

John Chandler late of Worcester Esq. vs
James Williams of Norwich in our County of Hampshire
Esq. Defendant of Escheat wherein he demands
against said James the possession of a tract of Land lying
in said Norwich & containing by estimation two hundred
Acres & is set out the main branch of the field river beginning
at a hemlock tree & running east four degrees one hundred
twenty two rods to a beech tree thence north four degrees
& twenty two rods to a beech tree thence west four
degrees to the river thence running down the river to the
corner first mentioned & says that he said James being
lawfully seized of said demanded premises with
the Appurtenances by deed conveyed the same to
John Chandler & thereupon the said John became
seized but the said James has since that time entered
into possession & dispossessed the said John to the damage
of said John one hundred & sixty pounds the parties
appear & agree to have this Case continued until
next term & then Judgment to be final thereupon it
is considered by the Court that said parties have day
here until the third Tuesday of May next

Mary Dwight of Northampton in our County of Hampshire
Widow & Timothy Dwight of Greenfield in the County of
Fairfield & State of Connecticut Clerk Executors of the last
Will & Testament of Timothy Dwight late of Northampton
Esq. Decd in said Capacity vs. Richard Sylvester
of Cheshire in our County of Hampshire Yeoman N 155
In a plea that the said Richard Sylvester said
Executors twelve pounds eight shillings six pence which
from them he unjustly obtains for that said Timothy
by the Coramisation of our Court of Common Pleas
in & for our County of Hampshire on the last Sunday
of August Seventeen hundred & seventy three recovered
against said Richard the afore said sum of his damages
& Costs whereof said Richard is convict yet said Richard
tho often requested never paid the same to the Damage
of said Executors twenty pounds the 1st being
now three times publicly called to come in to court
made default of appearance thereupon it is
considered by the Court that said Mary &
Timothy recover against said Sylvester eight pounds
fourteen shillings & eleven pence Damages & Costs
taxed at one pound twelve shillings & six pence
2^d p. 9 May 26. 1786

Mary Dwight of Northampton in
our County of Hampshire Widow & Timothy Dwight of
Greenfield in the County of Fairfield & State of Connecticut
Clerk Executors of the last Will & Testament of
Timothy Dwight late of said Northampton Esq. N 156
Decd in said Capacity vs. Elias Shill of
said Northampton Yeoman Debt In a plea of
traverse in the Case for that said Elias on the
sixteenth day of August Seventeen hundred &
twenty three by his Note proposed said Timothy
to pay him eight pounds five shillings & six
pence & interest with Interest yet said Elias
tho often requested never paid the same to the
Damage of said Mary & Timothy twenty pounds
the Debt being now three times publicly called
to come into Court made default of appearance
of appearance here thereupon it is considered
by the Court that said Mary & Timothy recover
against said Elias thirteen pounds & eighteen
shillings Damages & Costs taxed at one pound
nine shillings & six pence 2^d p. 9 May 26. 1786

Graves
 vs
 Hastings
 N^o 157
 These Graves of Pittsfield in our County of Berkshire
 Gentlemen M^{rs} Thomas Hastings of Southwick
 in our County of Hampshire Yeoman Debt In
 place of trespass on the Case for that said Thomas
 at said Northampton on the eighth day of
 August seventeen hundred & twenty four by his
 Note promised one Jonathan Graves to pay him
 Six pounds sixteen shillings & three pence with
 Interest & afterwards said Jonathan by his
 Indorment on said Note ordered the contents
 thereupon to be paid the M^{ty} of which said
 Thomas had Notice & so became liable to pay
 the same Yet said Thomas tho' often requested
 never paid the same to the damage of said
 Graves twelve pounds the Debt being now three
 times publicly called to come into Court under
 Default of Appearance here thereupon it is
 considered by the Court that said Graves
 recover against said Thomas nine pounds
 two shillings & ten pence Damages & Costs
 taxed at one pound fourteen shillings &
 four pence ————— Ex^{te} p^{te} Feb^y 23rd 1786

Hunt vs
 Domeroy
 N^o 158
 Thomas Hunt of Springfield Merchant
 vs
 David Hunt of Northampton Yeoman both in our
 County of Hampshire & Samuel Wells Hunt of Boston
 in our County of Suffolk Merchant Executors of the
 last will & Testament of John Hunt late of said
 Northampton Gentle Dec^d in said Capacity M^{ty}
 or M^{rs} Domeroy late of Northampton Esq^r & son
 Yeoman Debt In place of trespass on the Case for
 that said David at said Northampton on the
 twenty eighth day of April seventeen hundred
 eighty three by his N^o promised said John to pay
 him forty eight pounds seven shillings & eight
 pence or demand with Interest Yet said David tho'
 often requested never paid the same to the
 damage of said Thomas David & Samuel sixty
 pounds the Debt being now three times
 publicly called to come into Court under default
 of Appearance here thereupon it is considered by
 the Court that said Thomas David & Samuel
 recover against said David fifty six pounds
 sixteen shillings & ten pence Damages & Costs taxed
 at one pound twelve shillings & four pence —————
 24th April 4. 1786

Theodore Hoppins Clerk of the Court in the County of
Hartford & State of Connecticut the said Theodore Hoppins
Gentleman Defendant in the County of Hampshire
that said Gideon on the twentieth day of January
seventeen hundred eighty two by his note procured
said Theodore to pay him thirty one pounds & two shillings
& three pence on demand with interest yet said Gideon
has often requested now paid the same to the
damages of said Theodore fifty pence the Defendant
now three times publickly called to come into
Court & make default of Appearance here
thereupon it is considered by the Court that said
Theodore recover against said Gideon thirty nine
pounds fourteen shillings & one penny damages
& costs taxed at one pound ten shillings & ten
pence
24th Apr 4. 1786

75
Hoppins
vs
Gideon
N 157

William Hytch of Dorsetshire in our County
of Suffolk Esq^r vs John Libber of Buchland in our
County of Hampshire Gentleman of Inequity wherein
Hyndman against said John the parcel of Land hereafter
mentioned with the appurtenances lying in said Bookland
to wit fifty acres of Land in which the said John Libber
& where he is in possession which some fifty acres with
the appurtenances the said William claims as his
right & inheritance & into which the said John has not
entry by disseisin unjustly & without judgment committed
& whereof the said William says that the said John
still dispossess him & holds him out therefrom to the
damages of said William one hundred pounds the parties
appear & agree to have this case continued until
next term for judgment thereupon it is considered
by the Court that said parties have day here until the
third Sunday of May next

Hytch
vs
Libber
N 160

William Hytch of Dorsetshire in our County
of Suffolk Esq^r vs John Coochlate
of Buchland in our County of Hampshire Gentleman of
Inequity wherein said William demands against
said John a parcel of Land with the appurtenances lying
in said Bookland to wit three hundred & three of the North
part of a tract of Land here before granted by the General
Court of the three Wapentakes to the King of Thomas
Cubbot the said three hundred & three extends from east
to west the length of the Grant & the said Cubbot
here extends southerly so far as to make the quantity
of three hundred & three & the South & North Line of
of the same being parallel excepting fifty acres part
of the three hundred & three & is now in possession of John
Libber which some parcels of Land the said William
claims as his right & inheritance & into which the said John
has no entry but by disseisin unjustly & without judgment
committed & the said William complains that said John
still dispossess him & holds him out therefrom to the damages
of said William one hundred pounds the parties now
three times publickly called to come into Court make default
of Appearance here thereupon it is considered by the Court that this case
be continued for judgment until next term & that said parties have day
here until the third Sunday of May next

Hytch
vs
Coochlate
N 161

William Hyslop of Boston in our County of Suffolk
Esqr. vs. Anthony Jones late of Southland in our
County of Hampshire Yeoman. Ditt. Judgment wherein
he demurs against said Anthony the Branch of Land
hereafter mentioned with the appurtenances all lying
in said Southland late Number four & bounded as follows
beginning at the Northwest Corner of Lot Number three
thence running west ninety Degrees North to Lot
Number seven eighty two rods then South fourteen
Degrees one hundred rods then East nineteen degrees
South eighty two rods then North fourteen degrees
East one hundred rods to the Lot number Seven
so called containing fifty three Acres & half which
said Lots the said William claims as his right &
inheritance & into which the said Anthony has
not entry by Dispersing unjustly & without Judgment
committed & the said William complains & says that the
said Anthony still doeth & holds him out there from
to the Detriment of said William one hundred pounds
The Deft being now three times publicly called to come
into Court in his Default of Appearance here thereupon
it is considered by the Court that this case be continued
for Judgment untill next term & that said parties
be here Day here untill the third Sunday of May

[illegible]

The Dep^y appears by W. B. May's "The Ill." and the Dep^y has moved that this case
may be continued to the next term and it is decided by the Court that said
cases have say here in the fall till the 1st day of May next.

Hampshire So to the Sheriff of our County of Hampshire He
our Deputy greeting wherefore Joseph & Annamore of London
in our County of Hampshire Gentlemen before our Justices (Nearemore
of our County of Common Pleas holden at Northampton &c
in our County of Hampshire on the last Tuesday Town
of August last by the consideration of the Justices of the
same Court recovered judgment against John Smith &c
of Plainfield in our County of Hampshire Gentlemen
James Bulmer of said Plainfield husband men for ten
pounds Lawful money Damages & five pounds three
shillings & sixpence Cost of suit whereof the said John
& James are Comorators Execution in due form of Law was
granted thereon which some Executioners committed
to one Simon & Burroughs then Constable of the town of
said Plainfield & return thereof duly made & honest inventory
& said Joseph &c that said John & James have avoided
have not abide the judgment aforesaid which said judgment
remains in full force not satisfied & wherein when the
said James was taken by virtue of an original writ on
which said judgment was given to wit on the eighth day of
August last at said Plainfield Benjamin Town of Plainfield
his husband man by his Com to our Sheriff under his hand
Seal & was bail & Surety for said James for said James
abiding the final judgment thereon & not to pay without
leave as by said Bail bond appears yet said James did
not abide the order of said Court & the said Joseph &c
replied to us to provide a remedy & we willing that
Justice should be done commended you that you make
known to said Town that he appears before our Justices
of our County of Common Pleas holden at Northampton
in our County of Hampshire on the next Tuesday of
September next to shew Cause if any he has why he ought
not to have execution against him for the damages
& costs aforesaid & cost of this suit — The Justices
& moves that this case be continued until next term
thereupon it is considered by the Court that said
parties have Day here until the third Tuesday
of May next

Roland Parkes of Westbury in our County of Hampshire Gentlemen
Lynners of Northampton in said County Gent
Left Overplus of trespass on the Case for the said James
William at said Westbury on the thirtieth day of March (1765)
last by his Note promised said Roland to pay him
fifty one pounds Lawful money by the first day of
May then next yet said William tho' often requested
never paid the same to the damage of said
Roland sixty pounds the parties appeared & agreed to
have this case continue until next term then
Judgment to be given thereupon it is considered
by the Court that said parties have day here
until the third Tuesday of May next

[illegible]

Ebenezer Smith of Northampton in our County of
Hampshire Yeoman & before the said Mayor of said
Northampton Yeomen Deft In a plea of the paper the
Case for that said & the said said Northampton on
the fifteenth day of August last by his Wt^e promised
said Ebenezer to pay him ten pounds Lawful money
and more with interest & that said & the said tho' often
requested never paid the same to the Demand of said
Smith twelve pence the Deft being now three times
publicly called to come into Court makes default of
Appearance here thereupon it is considered by
the Court that said Ebenezer recover against said
Deft nine pounds sixteen shillings & nine pence
Tennages & Costs taxed at one pound six shillings
Ex^{pt} March 6th 1766

I on at them show sum of Cummingtons in our County
 of Hampshire Quomend M^{rs} in the Inhabitant of said
 Cummingtons Debt In a plea of trespass on the Case
 for that said Inhabitant on the fourteenth day of
 December last being justly indebted to the M^{rs} in the
 sum of ten pounds Lawful money for the time
 sum of Money he owes recd by said Inhabitant but
 the request of said Inhabitant & in consideration
 thereof said Inhabitant promised to pay the same
 whenever after they should be requested yet said
 Inhabitant the often requested never paid the
 same to the Damage of said Jonathan twelve
 pounds the parties appear & agree to have
 this Case continue until next term & then
 Judgment to be final thereupon it is considered
 by the Court that said parties here day here
 until the third Tuesday of May next

V
 Show
 vs
 Inhabitant
 of Cummingtons
 N^o 168

Josiah Willard of Winstchester in the County of Cheshire & State of New Hampshire
 vs
 John & Samuel Davis Owners of Windsor in the County of Berkshire
 2^d the in & the Case for that Samuel at Northampton & paid on
 the 24th day of May Anno Domini 1776 by his Note Value recd & promised
 the P^{er} to pay him on Order Eighteen pounds Lawful money by the
 first day of May next with Interest but paid a bill for that said
 Samuel at Northampton on May 11th 1776 was justly indebted
 to the P^{er} in another sum of Eighteen pounds for 20 weeks back
 and recd by Samuel to the Use of Josiah and in consid-
 eration thereof Samuel undertook & promised & P^{er} to
 pay him the same with interest & the Samuel the requested
 hath not paid either said sum but recd by the Damage
 of 20th Josiah Forty pounds - The P^{er} appears & the D^{ef} the
 thus being publicly called to come into Court makes Default
 of appearance & whereupon it is considered by the Court
 that the Parties have Day here in Court until the third Tues-
 day of May next

Willard
 vs
 Converse
 N^o 169

Samuel Bates of Simsbury in the
 County of Hartford & State of Connecticut
 vs
 M^{rs} John Phelps of Southampton in our County
 of Hampshire Quomend Debt In a plea of trespass on
 the Case for that said John at said Southampton on
 the fifteenth day of June went & borrowed eighty
 four by his Note promised said Bates to pay him
 fourteen pounds Lawful money by the first day of
 December last yet said John the requested never paid
 the same to the Damage of said Samuel twenty
 pounds the parties appear & agree to have this
 Case continue until next term thereupon it is
 considered by the Court that said parties here
 day here until the third Tuesday of May next

Bates
 vs
 Phelps
 N^o 170

Marble
vs
Hunt
N^o 171

Doct & Marble of Springfield in our County of Hampshire
vs
Elisha Hunt of Northfield in said
County Gentl I shew that I shew of the Case for that said
Elisha Hunt vs Northampton on the fifth day of May
last by his Note premised said Doct to pay him seven
pounds seven shillings & six pence in two months then
next with Interest yet said Elisha Hunt often requested
never paid the same to the Damage of said Doct then
pounds the Debt being now three times publicly called
to come into Court makes default of appearance where
thereupon it is considered by the Court that said
Doct recover against said Elisha six pounds nine
shillings & four pence Damages & Costs taxed at one
pound twelve shillings & ten pence Whereupon said
Elisha by John Barrett Gent comes into Court & appeals
from the Judgment of this Court to the Supreme Judicial
Court holden at Northampton in for our County of
Hampshire the last Tuesday of April next & he
recognizes with Sureties at the Law directly for said
Elisha prosecuting his said appeal with Effect as by
said Recognizance on file appears & so on

More
vs
Dodge
N^o 172

Edward More of Windsor in the County
of Hartford & State of Connecticut Yeoman vs
Abraham Dodge of Southwick in our County of
Hampshire Yeoman I shew that I shew of the Case for
that said Abraham vs said Southwick on the twenty
second day of March last by his Note premised said
Edward to pay him eight pounds nine shillings &
ten pence by the first day of January then next
with interest yet said Abraham the oft requested
never paid the same to the Damage of said Edward
fifteen pounds the Debt being now three times
publicly called to come into Court makes default
of appearance here thereupon it is considered
by the Court that said Edward recover against
said Abraham eight pounds nineteen shillings
& five pence Damages & Costs taxed at one pound
fifteen shillings & so on Feb 24th 1786

Thomas Hunt of Springfield in our County of Hampshire)
Gentlemen Messrs Leno Dean of Norwich in said County
Left in a plea of the Case for that said Leno at said
Springfield on the twenty second Day of March last Hunt
by his note promised said Thomas to pay him
fourteen pounds sixteen shillings & two pence on
Demand with Interest Altho for that said Leno on
the third Day of August last by his other note
promised said Thomas to pay him twenty pounds
nine shillings & eight pence on Demand with Interest
Altho for that said Leno on the twenty seventh day
of July last by his other Note promised said Thomas
to pay him one pound three shillings & two pence on
Demand with Interest & Altho for that said Leno on the
seventh day of December last he promised said Thomas
to pay him twelve pounds lawful money on
Demand with Interest Altho for that said Leno on
the first Day of December in the Year last before
by his other Note promised said Thomas to pay
him Eighteen pounds two shillings & eight pence
on Demand with Interest & yet said Leno tho
requested never paid the same to the Damages
of said Thomas one hundred pounds the Defecting
now three times publicly called to come into
Court makes default of appearance here thereupon
it is considered by the Court that said Thomas
recover against said Leno wholy seven pounds
and four pence & Damages & Costs taxed at
one pound ten shillings & two pence Ex. p. 2623rd 1786

John Worthington of Springfield in our County of Hampshire Esqr
Plffs William More of Southwold in said County Innholder
Left in a plea of the Case for that said William at the
eighth day of August seventeen hundred eighty four
by his note promised one John Morgan Esqr to pay him
or order six pounds nine shillings & eight pence on Demand
with Interest & after words said John Morgan by his
Indorsement on said Note ordered the Contents then
unpaid to be paid the Plff of which said More here
notifies yet said William tho requested never paid the
same to the Damages of said John twelve pounds
the Defect being now three times publicly called to
come into Court makes Default of Appearance
here thereupon it is considered by the Court that
said John recover against said William seven pounds
one shilling & 9 Damages & Costs taxed at one
pound ten shillings & ten pence Ex. p. 2623rd 1786

Green
vs
Coon
N^o 175

Mary Green of Providence County of Hampshire
Widow Plaintiff Daniel Coon of said Providence husbandman
Defendant In a Plea of the Case for that said Daniel on
the ninth day of July seventeen hundred eighty four
by his note promised said Mary to pay her
four pounds seven shillings & eight pence by the first
day of November last by which said Daniel the after
requested never paid the same to the damage
of said Mary eight pounds the Defendant
appears & moves for a continuance of this case
until next term thereupon the Court considered by
the Court that this case be continued & that said
parties have day here until the third Sunday
of May next

Progers
vs
Coon
N^o 176

Moses Progers of Providence County
of Hampshire husbandman Plaintiff Daniel Coon
of said Providence husbandman Defendant In a Plea of the
Case for that said Daniel on the thirteenth day
of August last by his Note promised said Moses
to pay him fifteen pounds thirteen shillings &
eight pence on demand with interest & that said
Daniel the after requested never paid the same
to the damage of said Moses twenty pounds the
Defendant appears & moves that this case be continued
until next term thereupon the Court considered by
the Court that this case be continued until next
term & that said parties have day here until
the third Sunday of May next

Giquet
vs
Hannum
N^o 177

Victor Nicholas Giquet of Northampton
County of Hampshire Physician Plaintiff
Thineas Hannum of said Northampton in said County
Quomodo Appellee an appeal from a Judgment obtained
before Caleb Clark one of the Justices of our County of
Hampshire where in the said Hannum was originally
In a Plea of the Case for that said Louis at said Thineas the sum
on the last day of December last owed said Thineas the sum
of thirty seven shillings lawful money for sundry Articles
& in consideration thereof promised to pay the same on
demand by said Louis the after requested never paid the
same to the damage of said Thineas sixty nine shillings -
It was considered by the Justice of our County that said Hannum
recover against said Giquet thirty seven shillings damages
& costs taxed at forty three shillings from which he depment
the said Giquet appealed the said Giquet now appears by
Theodore Sedgwick Esq & says that he is not guilty of the said Hannum
alleges that he put himself on the Court & that Thineas did likewise
the Jurors the Jurors of the Jury according to the former effect
of the Statute in such case made & provided being duly sworn
temporarily delivered upon their oath that said said Louis
promised as the said Hannum alleged & as said damages were
shilling & four pence thereupon the Court considered by the Court
that said Thineas recover against said Giquet one shilling &
four pence damages & costs taxed at ten pounds sixteen
shillings & eleven pence - Ex^{ra} if Feb. 23rd 1784

Benjamin Thompson of Ware in our County of Hampshire
 Greenwell M^r or Peter Blumner of Greenwich in our
 County of Kent. In presence of the Court for that said Thompson
 Blumner on the twelfth day of October last by his Note
 promised said Benjamin to pay him twenty four pounds
 four shillings Lawful money on demand with interest
 Yet said Peter tho' requested never paid the same to
 the damage of said Benjamin thirty pounds
 the parties appeared & agreed to have this case
 continued untill next term & then Judgment to be
 final thereupon it is considered by the Court
 that said parties have Day here untill the third
 Tuesday of May next. *W*

James Henry of Putney in our County
 of Hampshire husbandman M^r or Elijah Doughty
 of Putney in our County husbandman Deft. In
 presence of the Court for that said Elijah on the eighteenth
 day of November last by his Note promised said
 James to pay him fifteen pounds Lawful money on
 demand with interest Yet said Elijah tho' often
 requested never paid the same to the damage of said
 James sixteen pounds the Deft being now three
 times publicly called to come into Court in
 default of Appearance here thereupon it is considered
 by the Court that said James recover against said
 Elijah fifteen pounds four shillings & six pence
 Damages & Costs thereof at one pound eleven shillings
 & four pence ———— Exec^d 2^d Feb^y 23^d 1786

Henry
 for
 Doughty
W

John Wheeler of Ware in our County of
 Hampshire Greenwell M^r or Samuel Senter by Greenwich
 in our County Greenwell Deft. In presence of the Court for
 that said Samuel at said Greenwich on the twelfth day
 of July last by his Note promised said John to pay
 him six pounds Lawful money in six years the first
 the date of said Note Yet said Samuel tho' requested
 never paid the same to the damage of said John
 twenty pounds the parties appeared & agreed to have
 this case continued untill next term & then
 Judgment to be final thereupon it is considered by
 the Court that said parties have Day here untill the
 third Tuesday of May next

Wheeler
 or
 Senter
W

Phelps
vs
Parsons
N^o 181

William Phelps of Belchertown in our County of Hampshire
vs
Germam M^r & Ebenezer Parsons of said Belchertown
Deft. In respect of the Case for that said Ebenezer & Parsons
Belchertown on the Eighteenth day of February last by
his Note promised one Jonas Holland to pay him five
pounds nine shillings & two pence within three months
from the Date with Interest afterwards. Jonas by his
Indorsement on said Note ordered the Contents then
unpaid to be paid the S^y of which said Ebenezer & Parsons
notice & became liable to pay the same & yet said
Ebenezer tho' often requested never paid the same
to the Damage of said William ten pounds the Deft
being now three times publicly called to come into Court
making default of Appearance here. The Court this
considered by the Court that said William recover
against said Ebenezer five pounds fifteen shillings &
nine pence Damages & Costs taxed at one pound eight
shillings & eight pence. Excep^t March 23^d 1786

Church
vs
Bottwood
N^o 182

Joseph Church of Hampshire
vs
Bottwood of said County
Deft. In respect of the Case for that said Samuel
Bottwood on the sixth day of March last by his Note promised said
Joseph to pay him fifteen pounds four shillings &
four pence on demand with interest. Yet said Samuel
tho' often requested never paid the same to the
Damage of said Joseph eighteen pounds. The parties
appear & agree to have this Case continued untill next
Term & then Judgment to be final thereupon it is
considered by the Court that said parties have day
here untill the third Tuesday of May next

Rider
vs
Worthington
N^o 183

Daniel Rider of Conway in our County
vs
Worthington of Hampshire
Deft. In respect of the Case for that said Samuel
Worthington on the nineteenth day of June last by his Note promised
said Daniel to pay him sixteen pounds ten shillings &
eight pence on demand with interest. The said
Daniel tho' often requested never paid the same to the
Damage of said Samuel twenty pounds. The parties
appear & agree to have this Case continued untill next
Term & then Judgment to be final thereupon it is
considered by the Court that said parties have day
here untill the third Tuesday of May next

100
Williams
or
Brooks
(V18)
6

Wm. Smith
1870

Winner
Smith
1874

Wood
Smith
No 7

Belling
vs
Goodwin trustee
N 108

Samuel Belling of Malsfield in our County of Hampshire
Yeoman Plaintiff & Ulrich Goodwin of Malsfield in said County
an absconding Debtor Josiah Bushbunmes of said Malsfield
Common Defendant & Trustee of said Ulrich Inceptor of
Trespas in the Case for that said Ulrich at said Malsfield
on the last day of January last was indebted to said
Samuel in the sum of twenty pounds Lawful money
for so much money had & recd & the said Ulrich in
consideration thereof promised said Samuel to pay him
the same on demand Yet said Ulrich tho' often requested
has never performed his said promise but has absconded
& withdrawn himself out of this Commonwealth
so that his person & estate cannot be come at to be
attached to the damage of said Samuel by bonds
this Case is now ordered by the Court to be continued
untill next Term & that said parties have day here
untill the third day of May next

Clark
vs
Northrup
N 109

Silas Clark of Cumberland in the
County of Providence & State of Rhode Island Yeoman
Plf & John Northrup Junr of Pelham in our County
of Hampshire Yeoman Deft Inceptor of Trespas in the
Case for that said John at said Pelham on the twentieth
day of August Seventeen hundred eighty three by his
Note promised one William Northrup to pay him or
order Twenty two pounds ten shillings in Two Years
from the date of said Note with Interest & afterwards
said William by his Indorsement on said Note ordered
the Contents thereof to be paid the Plf of
which said John had notice Yet said John tho' often
requested never paid the same to the damage of said
Clark Eighty pounds the parties appear & agree to have
this Case continued untill next Term thereupon it
is considered by the Court that said parties have
day here untill the third Tuesday of May next

Bigelow
vs
Fowler
N 110

Titus Bigelow of Southwiche in our County
of Hampshire Yeoman Plf & Abner Fowler of said
Southwiche Yeoman Deft Inceptor of Trespas in the Case
for that said Abner at said Southwiche on the thirtieth
day of August Seventeen hundred twenty nine was
indebted to said Titus in the sum of five hundred
pounds Continental money which the Plf was to be
worth twenty eight pounds Lawful money for the like
sum of money by him said Abner before that time had
received & in consideration thereof said Abner promised
said Titus to pay the same whenever he should be
requested Yet said Abner tho' requested never paid
the same to the damage of said Titus forty five
pounds the Deft now appears & moves for a continuance
of this Case untill next Term thereupon it is
considered by the Court that this Case be continued
& that said parties have day here untill the third
Tuesday of May next

After Bill of Norwich in our County of Hampshire
 M^r John Glover Clerk like of said Norwich & Giles Clerk
 of Southampton in said County. Do come Def^r Ina
 plea of trespass on the Case for that said Glover & Giles
 at said Norwich on the eleventh day of February seven
 hundred Eighty four by their note promised said
 Taber to pay him Twenty five pounds Lawful money
 by the first day of April then next Yet said Glover &
 Giles tho' requested never paid the same to the
 Damage of said Taber fifty pounds the same to the
 three times publicly called to come into Court being now
 Defaulter of appearance here thereupon it is considered
 by the Court that said Taber recover against said Glover
 & Giles twenty eight pounds four shillings & seven
 pence Damages & Costs taxed at one pound nine
 shillings & eight pence
 Ex^{ip} March 1st 1786

Bill 101
 vs
 Glover &
 Giles
 N^o 191

David Fowler Jun^r of Southwicks in our
 County of Hampshire Do come M^r Elias Hough of said
 Southwicks Gent^r Def^r Ina plea of trespass on the Case
 for that said Elias at said Southwicks on the seventh day
 of April Seventeen hundred seventy five by his note
 promised said David to pay him four pounds four
 shillings & eight pence on Demand within interest &
 also for that said Elias at said Southwicks on the
 twenty second day of October last by his other Note
 promised said David to pay him thirty seven pounds
 & seven shillings on Demand with interest but
 said Elias tho' often requested never performed
 his said promise to the Damage of said David fifty
 pounds the Def^r being now three times publicly
 called to come into Court makes Default of
 Appearance here thereupon it is considered by the
 Court that said David recover against said Elias
 forty five pounds eight pence Damages & Costs
 taxed at one pound nineteen shillings & four pence
 Ex^{ip} Mar 1st 1786

Fowler
 vs
 Hough
 N^o 192

Samuel Mather of Westfield in our
 County of Hampshire Esq^r M^r Silas Fowler of
 Southwicks in said County Gent^r Def^r Ina plea of
 trespass on the Case for that said Silas at said Westfield
 on the ninth day of June Seventeen hundred eighty one
 by his note promised said Samuel to pay him
 fourteen pounds eleven shillings & three pence on
 Demand with interest Yet said Silas tho' often requested
 never paid the same to the Damage of said Samuel
 twenty pounds the Def^r being now three times
 publicly called to come into Court makes
 Default of appearance here thereupon it is considered
 by the Court that said Samuel recover against
 said Silas eight pounds sixteen shillings & three
 pence Damages & Costs taxed at one pound ten shillings
 & ten pence
 Ex^{ip} March 1st 1786

Mather
 vs
 Fowler
 N^o 193

Smith
 vs
 Taylor
 (N^o 194)

Gideon Smith late of Westfield in our County of Hampshire
 Esq^r Plaintiff vs David Taylor of West Springfield in said
 County Defendant Deft Inscr^{pt} of trespass on the Case
 for that said David at said Westfield on the
 eighteenth day of September next hundred eighty
 three by his note promised said Gideon to pay
 him then & there Lawful money within one
 year from the date with interest Yet said
 David tho' often requested never paid the same
 to the Damage of said Gideon fifteen pounds
 The Deft being now three times publicly called
 to come into Court makes Default of Appearance
 here thereupon it is considered by the Court
 that said Gideon recover against said David
 Eleven pounds & nine shillings Damages &
 Costs taxed at two pounds three shillings & two
 pence Ex^{ist} March 1st 1786

Fowler
 vs
 Willott
 (N^o 195)

Silas Fowler of Westfield in our County
 of Hampshire Gent^l Plaintiff vs Alexander Willott
 of Springfield in said County Gent^l Deft Inscr^{pt}
 of trespass on the Case for that said Alexander on the
 last day of December last was indebted to said Silas
 in the sum of twenty seven pounds four shillings
 & six pence for the like sum of money before that
 time paid & rec^d to the use of said Silas & being reminded
 in consideration thereof promised said Silas that
 he would well & truly content & pay him the same
 whenever after he should be requested Yet said Alexander
 tho' often requested never paid the same to the
 Damage of said Silas thirty pounds The parties
 appear & agree to have this Case continued untill
 next term thereupon it is considered by the
 Court that said parties have day here untill
 the third Tuesday of May next (D)

Mather
 vs
 Fowler
 (N^o 196)

Samuel Mather of Westfield in our
 County of Hampshire Esq^r Plaintiff vs Horner Fowler
 of Solihwath in said County Gent^l Defendant Deft Inscr^{pt}
 of trespass on the Case for that said Horner at said
 Westfield on the twenty ninth day of March
 sixteen hundred eighty one by his note promised
 said Samuel to pay him three pounds five shillings
 & four pence on demand with interest Yet said
 Horner tho' requested never paid the same to the
 Damage of said Samuel fifteen pounds The Deft
 being now three times publicly called to come
 into Court makes Default of Appearance here
 thereupon it is considered by the Court that said
 Samuel recover against said Horner the sum
 of six pounds three shillings & nine pence
 Damages & Costs taxed at one pound twelve
 shillings & two pence Ex^{ist} March 1st 1786

Wurham, Parke of Mafford in our County of Hampshire 102
Esq^r Pl^{ss} Jonathan Dillaton of Newville in said County of Hampshire Esq^r Dillaton
for that said Jonathan entered Garnville on the 20th
Twenty third day of August last by writing promising
one Peter Glap to pay him his friends fourteen
shillings & sevenpence on demand with interest
& after said on the same day of said said Peter
by his Indorsement said Note ordered the contents
therein to be paid the Pl^{ff} of which said Jonathan
had notice & so became liable to pay the same
yet said Jonathan the often requested never paid
the same to the damage of said Wurham nine
pounds the Pl^{ff} being now three times publicly
called to come into Court makes default of appearance
here thereupon it is considered by the Court
that said Wurham recover against said Jonathan
Six pounds eighteen shillings & sevenpence
Damages & Costs taxed at one pound twelve shillings
& two pence Ex^{pt} March 1st 1786

Solomon Brown of Newport in the County of
Berkshire Esq^r Pl^{ss} Robert Blair the third of Blomford in our County of
Hampshire Esq^r Blair
of trespass on the Case for that said Robert Blair
Blomford on the twentieth day of February last by his
Note promised said Robert Solomon to pay him
Twenty pounds & one shilling at or before the
first day of August last with interest & if said Robert
there requested never paid the same to the damage
of said Solomon twenty pounds the Pl^{ff} being
now three times publicly called to come into
Court makes default of appearance here thereupon
it is considered by the Court that said Solomon
recover against said Robert the sum of Eighteen
pounds one shilling & 5^d Damages & Costs taxed at
£ 2. 8. 10 & three pence Ex^{pt} Mar 1. 1786

John Gibbs of Blomford in our County of
Hampshire Esq^r Pl^{ss} Thomas Thimmes Esq^r Thimmes
in said County of Hampshire Esq^r Thimmes
said John entered Norwich on the twentieth day of December
eighteen hundred eighty two delivered to said Thimmes a certain
Note given & executed long before that time to wit in the
month of December eighteen hundred seventy four by one
Thimmes brother of said Thimmes for the sum of thirteen pounds
payable by said Thimmes to said John on demand with interest
on which note the sum of four pounds four shillings & sevenpence
on said Note & the said Thimmes there requested said John to pay the
contents then due thereon yet said Thimmes the often
requested never performed his said promise to the damage
of said Gibbs nineteen pounds & the said Thimmes now appears by
Theodore Sedwich Esq^r & defends the same & says he never
promised in mortgage for any such sum & that he never put
himself on the Country & the said Gibbs by Moses Philip Esq^r
his attorney likewise thereupon the Jurors of the Jury according to the
form effect in such Cases made & provided being duly sworn & examined
at this time returned a Verdict upon their oaths that they find the Pl^{ff}
never promised as the Pl^{ff} alleged thereupon it is considered by the Court
that said Thimmes recover against said Gibbs his Costs taxed at
whereupon said Gibbs by Moses Philip Esq^r appeals from the Indictment of
this Court to the respective Judicial Court holden at Northampton in the
County of Hampshire the Court there of April next hereupon with
said Thimmes on file as above

Ebenezer Sedgwick of Groton in the County of New
 Sedgwick London & State of Connecticut Merchants Messrs
 Preston Samuel Dighton of Southwold in our County of Hampshire
 N^o 200 Messrs Deft In plea of Debt for that Ebenezer
 one William Sedgwick of said Groton Merchants
 deceased Executors of the test with Testament of
 John Sedgwick Esq^r deceased before our Justices of our
 Court of Common Pleas holden at Northampton in
 the County of Hampshire on the second Tuesday
 of February sixteen hundred eighty two by the
 Consideration of said Justices recovered Judgment against
 said Samuel Dighton for the sum of one hundred &
 sixteen pounds fifteen shillings & six pence one farthing
 lawful money debt & damages & three pence eight
 pence Costs of Suit which Judgment remains in full
 force not satisfied & the four writs of Execution have
 been issued thereon yet the same have been returned
 in no part satisfied where by action has been made to the
 J^{ts} by said Samuel Dighton requested never
 paid the same to the Damage of said Ebenezer
 two hundred pounds the Deft being now three
 times publicly called to come into Court makes
 default of appearance here thereupon it is
 considered by the Court that said Ebenezer
 recover against said Samuel two hundred
 pounds lawful money damages & Costs taxed at
 one pound twelve shillings - Ex^{ist} Feb 25th 1786

Miss
 on
 Chapin
 N^o 201
 Luke Ditch of Springfield in our
 County of Hampshire Gentlemen Messrs Joseph
 Chapin Jun^r of said Springfield of one said Yeoman
 Deft In plea of the Case for that said Joseph at one
 Springfield on the twenty eighth day of July
 sixteen hundred eighty three by his note promised
 said Luke to pay him five pounds fifteen shillings
 & one penny half penny on demand with Interest
 but said Joseph tho often requested never paid the
 same to the Damage of said Luke Nine pounds the
 Deft being now three times publicly called to
 come into Court makes default of appearance here
 thereupon it is considered by the Court that said
 Luke recover against said Joseph five pounds
 shillings & six pence Damages & Costs taxed at one
 pound ten shillings & six pence - Ex^{ist} Feb 25th 1786

Dwight
 on
 Chapin
 N^o 202
 Jonathan Dwight of Springfield in our
 County of Hampshire Shopkeeper Messrs Elijah Chapin
 of Southwold in said County Yeoman Deft In plea of
 the Case for that said Elijah at one Springfield on the twenty
 seventh day of July sixteen hundred eighty four by his
 Note promised said Jonathan to pay him twenty
 three pounds two shillings & one penny on demand
 with interest but said Elijah tho often requested never
 paid the same to the Damage of said Jonathan
 forty pounds the parties appear & agree to have this
 Case continued until next Term & then Judgment
 to be first thereupon it is considered by the Court
 that said parties have day here until the third
 Tuesday of May next &c

Joseph Lathrop of West Springfield in our County of
Hampshire Clerk & Elizabeth Dwight of Springfield in said
County Gentlewoman Plffs vs Nathan Bliss Geomane & Suther
Silence Bliss Widow both of said Springfield & Simon Bliss adm^r
Sewy of the Den in the County of Grafton & estate of
New Hampshire Belsham with Administrators on the
estate of Samuel Bliss the Elder test of said Springfield
Decand in said Capacity Defts Inplea of the Case
for that said Samuel in his life time at said Spring
field on the sixth day of November twenty hundred
twenty two by his note promised said Joseph &
Elizabeth to pay them fifteen pounds four shillings
and one penny lawful money on demand with interest
yet said Samuel in his lifetime the requeste never
paid the same neither has the said Administrators
paid the same to the Damage of said Joseph & Elizabeth
thirty five pounds the Deft being now three times
publicly called to come into Court make default
of appearance here thereupon it is considered by the
Court that said Joseph & Elizabeth recover against
said & Nathan Silence & Simon twenty five pounds
eleven shillings & two pence Damages & Costs taxed
at one pound twelve shillings & six pence
Ex ip^s Feb 25th 1796

Richard Smith test of New London Smith
in the County of New London & State of Connecticut
Merchant Plff vs Oliver Chapin of Ludlow in said
County of Hampshire Geomane Deft Inplea of Chapin
the Case for that said Oliver on the twelfth day of
April last by his note promised said Luke Bliss to
pay him on order sixteen pounds twelve shillings &
seven pence on Demand with Interest & after wards
said Luke by his Indorsement on said note ordered
the Contents then due to be paid said Richard of
which said Oliver had notice & so became liable to
pay the same yet said Oliver the requeste never
paid the same to the Damage of said Richard
twenty pounds the Deft being now three times
publicly called to come into Court make default
of appearance here thereupon it is considered
by the Court that said Richard recover against
said Oliver sixteen pounds nine shillings & six
pence Damages & Costs taxed at one pound thirteen
shillings & four pence
Ex ip^s Feb 25th 1796

Moses Bliss of Springfield in Bliss
our County of Hampshire Esqr Plff vs Stephen Noble
of Westford in said County Geomane Deft Inplea of Noble
the Case for that said Stephen at said Springfield on the
twentieth day of August twenty hundred & eighty four
by his Note promised said Moses to pay him sixteen
pounds lawful money by the fifteenth day of August
then next with interest yet said Stephen the requeste
never paid the same to the Damage of
said Moses twenty four pounds the parties appear
& agree to have this case continued until next term
then Judgment to be final thereupon it is
considered by the Court that said parties have
day here until the third Tuesday of May next

Terry
vs
Bipell
N^o 206
Nathaniel Terry of Enfield in the County of
Hartford State of Connecticut Gent^l Plff^r Suber
Bipell of Springfield in our County of Hampshire
Gent^l Def^t Inplea of the Case for that said
Suber at said Enfield on the third day of August
seventeen hundred eighty four by his note promised
said Nathaniel to pay him & him heirs & assigns
shillings & one penny Lawful money in four
months from the date of said note with interest
yet said Suber tho' often requested never paid
the same to the damage of said Nathaniel
Sixteen pounds the Debt being now three
times publicly called to come into Court making
default of Appearance here thereupon it is
considered by the Court that said Nathaniel
recover against said Suber ten pounds fourteen
shillings & ten pence Damages & Costs taxed at
one pound twelve shillings & ten pence
Ex^{ist} Edward Thayer

Cotton
vs
Day
N^o 207
Charles Cotton of Springfield in our
County of Hampshire Gentleman Plff^r Eliza
Day of West Springfield in said County Gent^l
Def^t Inplea of Debt for that said Eliza on
the eighth day of December last by her bond bound
herself unto said Charles in the sum of five
hundred pounds current money of the state of
New York which is equal to three hundred & twenty
five pounds of our Lawful money yet said Eliza
tho' often requested never paid the same to the
damage of said Charles three hundred & twenty
pounds the parties appear & agree to have their
case continued until next term & there Judgment
to be final thereupon it is considered by the Court
that said parties have Day here until the third
Tuesday of May next

Phillips
vs
Dewey
N^o 208
William Phillips of Boston in our County
of Suffolk Esq^r Plff^r Israel Dewey of same
County Stephen Noble Gent^l both of Westfield in said County
Def^t Inplea of the Case for that said Israel &
Stephen on the twenty nine day of April last by
their Note promised said William to pay him one
hundred eighty five pounds seventeen shillings Lawful
money & to demand with Interest yet said Israel tho'
often requested never paid the same to the damage
of said William two hundred & twenty pounds
the Debt being now three times publicly called
to come into Court making default of Appearance
here thereupon it is considered by the Court that
said William recover against said Israel & Stephen
one hundred ninety five pounds & three shillings
& Damages & Costs taxed at two pounds six shillings
& six pence — Ex^{ist} Feb 25th 1786

Joseph Lethrop of West Springfield in our County of
Hampshire Esq. & Elizabeth Dwight of Springfield
in said County Gentlewomen Plffs. Joseph Cook of Lethrop
Gudley in said County Governor Dft. In place of the
Case for that said Joseph at said Springfield on the
twenty eighth day of August seventeen hundred &
twenty by his nble pro-migge said Joseph & Elizabeth
promised said Joseph & Elizabeth to pay them six
pounds & one shilling on demand with Interest but
said Joseph tho' requested never paid the sum to
the Damage of said Joseph & Elizabeth fourteen
pounds the Dft being now three times publicly
called to come into Court make default of
Appearance here thereupon it is considered by
the Court that said Joseph & Elizabeth recover against
said Joseph Cook nine pounds seventeen shillings
& nine pence Damages & Costs taxed at one pound
seven shillings & six pence - Ex. pte Feb-25th 1786 -

Cook
N 209

Jonathan Abbley of Shelburne in our County of
Hampshire Esq. & Eliza Abbley of Deerfield
in said County Physicians Executors of the last will
& testament of Jonathan Abbley late of said Deerfield
Deerfield Esq. Plffs. The Inhabitants of Deerfield
Dft. In place of the Case for that said Inhabitants on the sixth day of
December seventeen hundred eighty two have accounted
together with the said Executors of & concerning seven
hundred & eighty seven pounds & one shilling & six pence
Inhabitants to said Jonathan upon that account the said
Inhabitants were then & there found in arrears to the
said Executors in their capacity in seven hundred
& eighty seven pounds & one shilling & six pence & being
in arrears the said Inhabitants in consideration
thereof promising said Executors to pay the same on demand
with Interest - Also for that on the same sixth day
of December Joseph Stubbins, Angel Wright, Seth Catlin
& Jonathan Arms all of said Deerfield being a committee
legally appointed by said Inhabitants made their bill
or order directed to Jonathan Arms their treasurer
the same town or his successor in said office by which
they required said treasurer to pay said Executors
seven hundred & eighty seven pounds & one shilling & six
pence in full satisfaction of the Precedent Mr
Abbley & to charge the same to the towns account
yet said Jonathan Arms utterly refused to pay the
contents of said order of which the said Inhabitants
had notice but said Inhabitants tho' often requested
never paid the same to the Damage of said Executors
Eight hundred pounds the Parties appear & agree to have
this Case continued until next term & then Judgment
to be final thereupon it is considered by the Court
that said parties have say here until the third
tendency of May next

Abbley
or
Inhabitants of
Deerfield
N 210

Billings
vs
Smith
N 211

David Billings & Silas Billings both of Holford in our County
of Hampshire Gentlemen vs Stephen Smith of Holford
in said County husbandman Deft In plea wherein the
said David & Silas demand against said Stephen a tract or
parcel of Land in said Holford being the northerly
half part of a Lot of Land which was heretofore called
the Lot number thirty three in the second division of
Lands in Holford Equivalent with the appurtenances
which same tract or parcel of Land with the appurtenances
namely the said David & Silas claim as their right and
Inheritance & wherein the said has not entry but by
disseisin by him unjustly & without Judgment
committed within twenty years now last & wherein
the said David & Silas say that they within twenty
years last past & wherein said David & Silas say
that they were mind of the above described parcel of
Land with the appurtenances in their demerence &
whereinto said Stephen hath not entry but by
disseisin by him unjustly & without Judgment committed
& whereof they complain & say the said Stephen still
detaineth them & holdeth them out to the damage of
said David & Silas fifteen pounds the parties appear
& agree to have this case continued untill next term
& then Judgment to be final thereupon it is considered
by the Court that said parties have day here untill
the third Tuesday of May next

Dwight
vs
Stoddard
N 213

Henry Dwight of Belchertown in
our County of Hampshire Gent vs Simon Stoddard
of Holford in our County of Worcester Yeoman & Administrator
on the estate of Simon Dwight late of said Western
Esq^r Dec^d & in said Capewell vs Simon Stoddard
of Northampton in our County of Hampshire Esq^r
lastly Sheriff of the same County Deft In plea of
Trespas on the Case for that said Simon before the Justice
of our Court of Common Pleas holden at Worcester within
for our County of Worcester on the fourth day of March
seventeen hundred twenty four by the consideration of
Justice recovered Judgment on Benjamin Smith of Holford
in said County of Hampshire for the sum of seven pounds
fifty shillings & four pence & forty three pence & four farthings
& after said Simon received writ of execution on same
Judgment directed to said Solomon who Deputy & the said Simon
delivered the same to one Thomas Wehner Deputy Sheriff of the
said Solomon for whose default the said Solomon is accountable
said Thomas not regarding the duties of said Office did not make
return thereof as he was commanded nor did he make return
of his doings & at the said Thomas has not in fact long since
received of said Smith the whole sum above mentioned & said
Thomas tho' often requested has not paid the same to said
Simon in his lifetime neither to said Administrator which
nonfeasance & default of said Thomas are the damages
of said Administrator twenty five pounds the parties
appear & agree to have this case continued untill next
term & then Judgment to be final thereupon it is considered
by the Court that said parties have day here untill
the third Tuesday of May next

Obadiah Dickinson of Hants County of Hampshire
County Eng^d Benjamin Supper of Hants County of Hampshire
said Benjamin the said Hants on the second day of
February seventeen hundred sixty nine by his order of
said Obadiah would before Simon Supper have grain to the
value of forty shillings he said Benjamin would receive
said Obadiah's receipt in four years from the date of his the
day delivered to said Simon grain to the value of forty shillings
therefor that said Benjamin on the seventh day of
February gave said Obadiah in consideration that said Obadiah
at the request of said Benjamin had before that
delivered to said Simon Supper provisions goods
& wares to the value of five pounds & fourteen shillings
promised said Obadiah to pay him the same in four
years from the date but said Benjamin thereafter
requested never paid the same to the damage of said
Obadiah twenty five pounds the debt now appears
& moves for continuance of this case until next
term thereupon it is considered by the Court that
said parties have day here until the third Tuesday of
May next

Hampshire To the Sheriff of our County
of Hampshire or Deputy greeting — Whereas Election of
County of East Windsor in the County of Hertford &
State of Connecticut Gentlemen before our Justices of our
Court of Common Pleas holden at Springfield in the
County of Hampshire on the third Tuesday of May last
in the consideration of the Justices of the same Court
recovered Judgment against Smith Bailey of Southwicks
in our County of Hampshire Silver Smith for nine pounds
in three shillings & three pence Damages & one pound sixteen
shillings & two pence Cost of Suit whereof the said Smith is convicted
& execution in due form was granted & directed to our said Sheriff
or his deputy which said writ was committed to Daniel Maff
then our time deputy Sheriff of our County & return thereof
made by said Daniel altogether unattested & whereupon when the
said Smith & Bailey were taken by an original writ on which
Judgment was given on the eighteenth day of January last
Luther Granger of Greenley in our County of Hampshire by his
bond then & there became surety for said Smith abiding the
final Judgment thereon as by said bail bond appears
& ever the said Smith & Bailey did not appear to our
said Court when the original writ was returnable nor did
answer to the plea of said Obadiah & nor has he anyway
performed the Judgment of said Court & a return of
non est inquest has been duly made & the said Obadiah
has supplicated us to provide a remedy & we willing that
justice should be done command you that you make
known to said Luther Granger that he appear before
our Justices of our Court of Common Pleas to be holden
at Northampton in our County of Hampshire
on the second Tuesday of February next to show cause
if any he has why said Obadiah ought not to have his
Execution against said Luther for his Damages & Costs
of our Court of this writ the parties now appear
& agree to have this case continue here until next
term & then Judgment to be final thereupon it is considered
by the Court that said parties have day here until the
third Tuesday of May next

Symon
or
Porter
N^o 216

Joniah Symon of Deddinstown in our County of
Hampshire Gent^l vs Job Porter of East Hartford
in the County of Hartford & State of Connecticut
Tender Def^t In a plea of three p^{ar}s on the Case for
that said Job at said Southen by on the eightth
day of July last by his note promised said Joniah
to pay him or order Sixty Gallons of West India
Rum by the twentyfifth day of July then next
& the Def^t avers that he has never been ready to
receive the same & that said Job tho^t often requested
never paid the same to the Damage of said Joniah
Twenty pounds The parties appear & agree to have
this case continued untill next term & then Judgment
to be final thereupon it is considered by the Court
that said parties have day here untill the thirde
Sunday of May next

Nord

Phillips
N^o 217

(Vehemiah Nord of New Britain in the
County of Albany & State of New York) vs
Elisha Phillips of Warrington in our County of
Hampshire Gent^l In a plea of three p^{ar}s on the
Case for that said Elisha on the tenth day of June
last by his note promised
said Vehemiah to pay him fifty bushels of Wheat or
one hundred bushels of Indian Corn or sixty bushels
& a half of Rye & that said Elisha tho^t requested never
paid the same to the Damage of said Vehemiah thirty
pounds The Def^t being now three times publicly
called to come into Court & make default of appearance
here thereupon it is considered by the Court that said
Vehemiah recover against said Elisha six shillings
three shillings & ten pence Damages & Costs & that said
two p^{ar}s five shillings six pence - & costs & that they

(Morton)
Baillard
N^o 218

Elijah Morton of Haddam in our County
of Hampshire Gent^l vs Jeremiah Baillard
of New Britain in said County Gent^l In a plea of
three p^{ar}s on the Case for that said Jeremiah at said
Haddam on the fiftth day of August last by his
note promised said Elijah to pay him
four pounds six shillings & two pence & that said
Jeremiah tho^t requested never paid
the same to the Damage of said Elijah Sixteen pounds
The parties appear & agree to have this case continued
untill the next term thereupon it is
considered by the Court that said parties have day
here untill the thirde Sunday of May next

Oliver Partridge of Hatfield in our County of Hampshire
Esq. Mr. John Goddard of Williamstown in said County
Gent. Deft. In a plea of trespass on the case for that said
John on the first day of September nineteen hundred and eighty
four in consideration that said Oliver at the request
of him said John had before that time fed & pasture for
said John divers horses & oxen & cattle for the space of
fifty five weeks said John promised to said Oliver that he would
pay said Oliver so much money as he reasonably deserved for
his care for said feeding & when he should be required said
Oliver avers that he desired to have for the same seven pounds
& nine shillings lawful money of which said John had notice
yet said John the requested never paid the same to the
damage of said Oliver fourteen pounds the Deft. being
now three times publicly called to come into Court
meeting & to pay of appearance were thereupon
considered by the Court that said Oliver recover against
said John four pounds eight shillings & two pence damages
& costs taxed at one pound four shillings & ten pence.
Ex. p. 25th July 1906

Samuel Partridge of Hatfield in our County of Hampshire
Gent. Mr. Joseph Alexander of Hildesley
in said County Gent. Deft. In a plea of the case for that said
Joseph on the eighth day of November nineteen hundred and eighty four by his note
promised the Plt. to pay him ten pounds lawful
money by the first day of May next with interest
yet said Joseph the requested never paid the same to the
damage of said Samuel sixty pounds the Deft.
appears & moves for a continuance of this case
untill next term, thereupon it is considered by the
Court that this case be continued & that said parties
have day here untill the third Tuesday of May
next.

Samuel Moss of Deerfield in our County of Hampshire
husbandman Plt. for Samuel
Gent. Deft. In a plea of the case for that said Samuel the
Plt. avers that he rendered to him said Samuel the sum of
six hundred pounds which he owes & from
him unjustly detained for that said Samuel by his
writing obligatory acknowledged himself to be firmly
bound to said Moss in the sum of six hundred pounds
to be paid when he the said Samuel should be
requested yet said Samuel the Deft. never
paid the same to the damage of said Samuel
six hundred & eighty pounds the parties appears
refer this case to the Court & judgment &
determination of Joseph Boothby Esq. Hugh W. L. L. L.
and Mr. Aaron Skinner, the award of them or any two
of them to be paid to be returned into the Court & da-
mages to be made up & so on if need be by a bill
the 1st Parties have day here in Court untill the third Tuesday
of May next.

Stephens
or
Spooner
(N 222)

Joseph Stevens of Petersham in our County of
Middlesex Gentl^{man} Office Sarah Spooner of Heath in
our County of Hampshire adm^t on the state
of Shearjathab Spooner late of Cheshamond
de in said Caspidity Defts. In plea that the
said Sarah render to him said Joseph fifty five
pounds nine shillings & eleven pence lawful money
which from him she unjustly detains for that
said Joseph by the Connecation & Judgment of four
Justices of our Court of Common Pleas holden at
Westminster for our County of Middlesex on the second
day of June Seventeen hundred eighty three recover
of the said Shearjathab shewen then living fifty one
pounds nine shillings & three pence Damages & four
pence eight pence Costs of Suit as by the record
of said Court fully appears which Judgment is still in
full force & altho the said Joseph in the life time of
said Shearjathab sued out two writs of Execution the
same have been long since returned unsatisfied where
action has accrued to the said Joseph & as said Sarah
tho requested has not paid any part of the sum
appexid nor did the said Shearjathab in his life
time to the damage of said Joseph Seventy pounds
The Deft now appears moves for a Continuance of
this Case untill next term thereupon it is considered
by the Court that this Case be continued & that said
parties have Day here untill the third Tuesday
of May next ()

Smith
or
Rogers
(N 223)

Deafus Smith of Hertford in our County
of Hampshire Yeomen M^{rs} John Rogers of West
Springfield in said County of Hampshire & Joseph Butler
Jun^r of Haverington in the County of Litchfield
State of Connecticut Yeomen Defts. In plea of
respone in the Case for that said John & Joseph
at said Hertford on the first day of September last
by their Note promised said Deafus to pay him forty
four pounds lawful money in one month from
the date of said Note with Interest but said John
& Joseph tho often requested never paid the same
to the Damage of said Deafus Sixty pounds the
parties severally appear & agree to have this
Case continued untill next term thereupon it is
considered by the Court that said parties have day
here untill the third Tuesday of May next ()

Smith
vs
Cook
N^o 224

Oliver Smith of Hadley in our County of Hampshire
 Gent^l Plaintiff or Samuel Cook of said Hadley Defendant
 Debt In a plea of Assumpsit wherein he demands
 against said Samuel the possession of all the messuages
 & about nine acres of Land lying in said Hadley
 bounded as follows on the West by the main street
 on the North by the house lot of Minners & Myers
 on the East by Land lately granted to Jonathan Cook
 of David Smith & south thereof the said Samuel being
 lawfully seized & possessed of the said demanded premises
 with the Appurtenances in his demesne & service
 his deed duly executed acknowledged registered &
 in Court to be produced for the consideration of
 two hundred & twenty three pounds therein mentioned
 bargained sold & conveyed the said premises to said
 Oliver to hold to him his heirs & assigns forever in fee
 simple by force of which deed the same Oliver thereupon
 became lawfully seized of the said demanded premises
 with the appurtenances in his demesne & service
 the profits thereof to the value of six pounds by the
 year & ought to have remained in the said Oliver
 possession thereof but the said Samuel hath since
 that time entered into possession of said demanded
 premises without any right to be there seized
 the said Oliver & still continues to force the said Oliver
 him out of the same to the damage of said
 Oliver fifty pounds the said being now three
 times publicly called to come into Court
 makes default of appearance here whereupon it
 is considered by the Court that said Oliver
 recover against said Samuel the said
 possession of the said demanded premises unless
 the said Samuel in two months time pay said
 Oliver three hundred & twelve pounds seven shillings
 & four pence damages & costs taxed at one pound
 two shillings & one penny

Wm. D. P. J. 22. Apr 22. 1786

Benjamin Stouff of the City County &
 State of New York Announces After Phineas
 Lyman of Hadley in our County of Hampshire
 Gent^l Defendant a plea of Assumpsit on the Case for that
 said Phineas at said New York on the sixth
 day of June seventeen hundred & seventy two by his
 Note promised said Benjamin to pay him eight
 pounds & New York Currency equal to six pounds
 lawful money by the first day of December then
 next yet said Phineas tho' requested never paid
 the same to the damage of said Benjamin
 thirty pounds the plaintiff appears & begs to have
 this Case continue until next term & then
 Judgment to be final thereupon it is considered
 by the Court that said parties have leave
 until the third Tuesday of May next

Stout
vs
Lyman
N^o 225

Steward of Hampshire Esq^r Myr Needrich Veneard
or Synderland in said County Gentleman I sh^d ha
N 226 please that said Veneard render to him said Solomon
one thousand pounds lawful money which to
him he owes & from him unjustly detains for that
said Veneard said Northampton on the twenty
fourth day of March seventeen hundred seventy
nine by his writing obligatory acknowledged
himself to be holder & stand firmly bound to said
Solomon in the sum of one thousand pounds to be
paid when he said Veneard should be requested
by said Veneard tho' often requested never
paid the same to the damage of said Solomon
one thousand pounds the Plaintiff appears by
Caleb Strong Esq^r his attorney & the Defendant
confesses forfeiture of the bond & prays Damages
& thereupon it is considered by the Court that
said Solomon recover against said Veneard ten
pounds thirteen shillings & four pence Damages
& costs taxed at one pound ten shillings
writ April 14th 1780

Swatlands Esq^r the County of Albany State of New York Common
Goodale Myr Nathan Goodale of Broome County
N 227 of Worcester County Deft Annapolis of Hampshire on the
case for that one William Parkhurst on the eighth
day of April last had made & delivered to said Ebenezer
five notes of hand one for the sum of fifty pounds on
Interest payable on the eighth day of October seventeen
hundred eighty five another Note for fifty pounds on
Interest payable on the eighth day of April seventeen
hundred eighty six another Note for fifty pounds on interest
payable on the eighth day of October seventeen hundred
eighty six & another Note for fifty pounds on Interest
payable on the eighth day of April seventeen hundred
eighty seven & another Note for thirty two pounds five
shillings & two pence payable on the eighth day of
October seventeen hundred eighty seven the said Nathan
afterward on the eighth day of April in consideration that
the said Ebenezer at the request of said Nathan had received of
the said William the said Notes of hand & if Ebenezer an execution
for a large sum of money in favor of him said Ebenezer against
said William & would do so except that said Nathan should take
in possession the deed here after mentioned said Ebenezer th^t at it
on the eighth day of April by his promise said Ebenezer the contents of the
the said William should not pay said Ebenezer the contents of the
said Notes respectively upon his the said producing such note
or note unannulled that the the said Nathan's debt was
delivered said Ebenezer the Deed one from Benjamin Wells
to said William the other from said William to said Ebenezer
& the said William both now said the contents of said
Notes or either of them yet said Nathan tho' requested never
delivered said Ebenezer any of said to the Ebenezer of
said Ebenezer forty hundred pounds the Plaintiff appears
& agrees to have this case continued until next term
thereupon it is considered by the Court that said
parties have day here until the third day of July
next

100
 Pyggle Woodbridge of Southbury in our County of
 Hampshire vs. Israel Lymen of Newbury in
 said County. Given under the Great Seal of the
 Court for that said Israel at said Newbury on the
 nineteenth day of April last by his Note promised said
 Pyggle to pay him fourteen pounds & one shilling
 on Demand with Interest but said Israel tho' often requested
 never paid the same to the Damage of said Pyggle
 twenty pounds the parties appeared & agree to settle
 this Cause continued until next term & then Judgment
 to be final thereupon. it is considered by the Court
 that said parties have depared until the third
 Tuesday of May next.

Silent Miler of Shutebury in our County of
 Hampshire vs. Nathaniel Morgan of Worthington in said County.
 Given under the Great Seal of the Court for that said Nathaniel
 at said Worthington on the twenty sixth day of February last by his Note
 promised the said Silent to pay four pounds
 nineteen shillings & nine pence on Demand with
 Interest but said Nathaniel tho' requested never paid
 the same to the Damage of said Silent eight pounds
 the Debt being now three times publicly called
 to come into Court makes default of appearance
 here thereupon it is considered by the Court
 that said Silent recover against said Nathaniel
 five pounds five shillings & six pence Damages
 & Costs taxed at one pound twelve shillings & seven pence
 Done at Newbury the 14th of April 1766

Silent Miler of Shutebury in our County of Hampshire vs. Nathaniel Morgan of
 Worthington in said County. Given under the Great Seal of the Court for that said Nathaniel
 at said Worthington on the 14th of April last by his Note promised the said Silent to pay four pounds
 nineteen shillings & nine pence on Demand with Interest but said Nathaniel tho' requested never paid
 the same to the Damage of said Silent eight pounds the Debt being now three times publicly called
 to come into Court makes default of appearance here thereupon it is considered by the Court
 that said Silent recover against said Nathaniel five pounds five shillings & six pence Damages
 & Costs taxed at one pound twelve shillings & seven pence Done at Newbury the 14th of April 1766

Knights
Pet N^o 231

Samuel Knight as Administrator of the estate of
Lebanon Fuller late of Norwich in our County of
Hampshire deceased in testate humbly shews that
said Estate is insolvent & insufficient to discharge
the debts due from said deceased as by certificate
from the office of registry of probate appears he
therefore prays he may be allowed to make sale
of the real estate of said deceased as to enable
him to pay such proportion due from said deceased
thereupon it is considered & ordered by the Court
that said Samuel make sale of the whole of
the real estate of said deceased to pay such
proportion of the debts due as shall be ordered him
by the Judge of probate

Sitch
vs
Hale
N^o 232

Stephen ~~Smith~~ Sitch of Northampton
in our County of Hampshire Gent^l vs Nathaniel
Leonard of said Northampton Gent^l Defendant In a plea of
trespass on the Case for that said Stephen on the
tenth day of May last was possessed of one Cow of the
value of five pounds and one calf of the value of
twenty shillings as of his own proper goods & chattels
& the said Stephen actually the said Cow & calf which
which said Cow & calf came into the hands & possession
of said Nathaniel by finding & taking Nathaniel knowing
the said Cow & calf to be the goods & chattels of
said Stephen but contriving to deceive & defraud said
Stephen hath not delivered the same to said Stephen
but converted & disposed of them to his own purpose
to the damage of said Stephen ten pounds the
Plf being now three times publicly called to come
into Court is Nonvult the Dft appears & prays his
Costs may be allowed him thereupon it is considered
by the Court that said Nathaniel recover against
said Stephen his Costs taxed

Bliss
vs
Porter
N^o 233

Moses Bliss of Springfield in our
County of Hampshire Esqr^r vs Isaac Porter of
Greenfield in said County Greenfield Dft In a plea of
the Case for that said Isaac as said Greenfield on the
twenty ninth day of June last by his note promised
said Moses to pay him five pounds fourteen shillings
& nine pence lawful money on demand without interest
wherein said the request is never paid the sum to
the damage of said Moses seven pounds the Dft
being now three times publicly called to come into
Court makes default of Appearance whereupon
it is considered by the Court that said Moses recover
against said Isaac five pounds & nineteen shillings
pence & costs three & a one pound eleven shillings
& ten pence
Ex^{mp} Feb^y 26th 1786

Gideon Burt of Long meadow in our County of Hampshire
 Plaintiff vs Elisha Porter of the County of Hampshire
 Sheriff of the same County Left in place of trespass
 on the Case for that said Gideon & Matthew Laffin on the
 sixteenth day of August went on their view to the four
 at Springfield in our County aforesaid before William
 Pyndham one of our Justices of Peace & acknowledged
 themselves to be indebted to said Gideon in the sum
 of twelve pounds eight shillings & eight pence
 Lawful money to be paid to said Gideon on the
 fifteenth day of September then next & acknowledged
 that in case they should fail of payment the same
 debt should be levied of their goods & chattels lands & tenements
 & in want thereof upon their bodies & at the time
 of payment the same being wholly unpaid & in
 execution was duly issued thereon by said Justice
 peace for said writ of execution which same writ
 was returnable within sixty days then next
 coming & was committed to Joel Day then & ever since
 a deputy Sheriff of said Elisha to be executed according
 to law & duly returned under the seal said Joel not
 regarding the duties of his office & contrivance
 of fraud said Gideon has never satisfied the sum
 aforesaid to said Gideon & returned said execution
 as he was commanded but has wholly neglected
 & refused to pay the Plaintiff the aforesaid & the
 said Elisha is accountable for all neglects & default
 of said Joel in his said office & by means of said
 neglect said Gideon has lost the benefit of his
 judgment to the damage of said Gideon twenty
 pounds. It is now ordered by the Court that
 this case be continued for judgment untill next
 term & that said parties have day here untill
 the third Tuesday of May next &c

109
 Burt
 or
 Porter
 N 234

Southwicks in our County of Hampshire Gent
 Plaintiff vs Enos & Joseph of said Southwicks Yeoman & of
 in place of trespass on the Case for that said Enos
 on the nineteenth day of June last by his note promised
 said John & Eliza to pay them four pounds twelve
 shillings & seven pence on demand with interest yet
 said Enos has requested never paid the same to
 the damage of said John & Eliza twelve pounds
 the parties appear & agree to have this case
 continued untill next term & then judgment to
 be given thereupon it is considered by the Court
 that said parties have day here untill the third
 Tuesday of May next &c

Kenton
 or
 Southwicks
 N 235

Exgr. in
e Meore ~~Gloucester~~ Moore of Worthington in our County of
Hampshire Esq. vs Natham Leonard of
Secmare said Worthington Gent. Deft Inaplier of trespasson
N^o 236 the Case for that said Eleanor at said Worthington
on the tenth day of May last was possessed of one
red Cow of the value of five pounds & two Calves of
the price of forty shillings each of his own proper
goods & chattels. & the said Eleanor being so possessed
capually lost the said Cow & Calves out of his hands
& possession which said goods & chattels on the tenth
day of May last came to the possession of said Natham
by finding the same yet said Natham knowing the
Goods & Chattels afore said to belong to said Eleanor but
contriving to deceive & defraud said Eleanor has not
delivered the same Cow & Calves tho often requested
to the damage of said Eleanor ten pounds the
parties appear & agree to have this Case continued
untill next term & then Judgment to be fined
thereupon it is considered by the Court that said
parties have day there untill the third Tuesday of

Bonny May next 1786
Benjamin Bonny of Chertisfield in
Prichmond County of Hampshire Esq. vs Deborah
Prichmond of Goshen in said County George Deft
N^o 237 Inaplier of trespasson the Case for that said Deborah
at said Chertisfield on the twenty fifth day of September
seventeen hundred eighty three by his note promised
said Benjamin to pay him three pounds six shillings
& ten pence on demand with interest. Also for
that said Deborah at said Chertisfield on the
ninth day of April seventeen hundred eighty
four by his note promised said Benjamin to
pay him two pounds five shillings & four pence
on demand with interest. Also for that said
Deborah at said Chertisfield on the tenth day of
July in the year last afore said by his other note
promised said Benjamin to pay him five pounds
fifteen shillings & eight pence lawful money on
demand with interest yet said Deborah tho requested
never paid the same to the damage of said Benjamin
twenty pounds the Deft being now three times publicly
called to come into Court in his default of appearance
here thereupon it is considered by the Court that
said Benjamin recover against said Deborah
seven pounds sixteen shillings & two pence Damages
& Costs taxed at one pound nine shillings & two
pence 555 Exgr. in April 15th 1786

110
Chapin of Hants in our County of Hampshire
vs
Phillips of Hants in our County of Hampshire
N^o 238
at said Assize held at Hants on the twentieth day of March
1786
said Phillips to pay him Eleven pounds eight
shillings and interest by said Assize
never paid the same to the damage of said
Chapin fifteen pounds The Debt being now three times
publicly called to come into Court makes default
of said Phillips here thereupon it is considered by
the Court that said Phillips recover against said
Chapin Eleven pounds & twelve shillings Damages &
costs taxed at one pound three shillings & four
pence
Ex^o ip^o Feb 24th 1786

Hower of Hants in our County of Hampshire
vs
Vincent
N^o 239
at said Assize held at Hants on the eighth day of March
1786
said Vincent to pay him seven pounds lawful money
for that said John at said Assize on the
eighth day of March by his other note promised
to pay him seven pounds & seven shillings
in six months from the date of said
note to the damage of said Hower thirty pounds
The Debt being now three times publicly
called to come into Court makes default of
said Vincent here thereupon it is considered by the
Court that said Hower recover against said Vincent
seven pounds one shilling & six pence Damages & costs
taxed at three pounds five shillings
Ex^o ip^o Feb 23rd 1786

Hooker of Northampton in our County of Hampshire
vs
Mitter
N^o 240
at said Assize held at Hants on the fourth day of March
1786
said Mitter to pay him twenty five pounds
by his note dated the first day of January
1786 with interest by said Assize
never paid the same to the damage
of said Hooker twenty five pounds
The Debt being now three times publicly
called to come into Court makes default of
said Mitter here thereupon it is considered by the
Court that said Hooker recover against said Mitter
twenty five pounds & nine shillings
Damages & costs taxed at one
pound five shillings & six pence
Ex^o ip^o Feb 23rd 1786

Hunt
 23
 Wright
 N241
 of the last Will & Testament of Noah Wright
 of said Northampton deceased in said Capacity
 Deft. In a plea of trespass on the Case for that said
 North in his life time on the fourth day of May
 seventeen hundred and eighty by his note promised
 said Ebenezer to pay him or his Successor in his
 office nine pounds ten shillings and one penny with
 Interest yet said North tho requested never paid
 the same nor hath said Selah & Joel or either of them
 tho often requested paid the same to the Damage
 of said Ebenezer twenty five pounds the Deft being
 now three times publicly called to come into
 Court makes default of appearance thereupon
 it is considered by the Court that said Ebenezer
 recover against said Selah & Joel seventeen pounds
 fifteen shillings & four pence Damages & Costs
 taxed at one pound three shillings & two pence
 Exec. March 9th 1780

Morton
 21
 Newcomb
 N242
 County of Hampshire husband & Mary his wife
 Newcomb of Lyden in said County Gent. in said
 plea of trespass on the Case for that said Daniel
 Hatfield on the fourth day of May seventeen hundred
 eighty three by his note promised said David to pay him
 pounds two shillings & five pence with Interest yet
 said Daniel tho often requested never paid the same
 to the Damage of said David thirty pounds the
 Deft being now three times publicly called to come
 into Court makes default of appearance thereupon
 it is considered by the Court that said
 David recover against said Daniel twenty two
 pounds five shillings & eight pence Damages & Costs
 taxed at one pound eight shillings & six pence
 Exec. April 14th 1780

Strong
 21
 Miller
 N243
 County of Hampshire Esq. of Northampton in
 of Northampton in said County Gent. in said
 plea of trespass on the Case for that said
 said North on the nineteenth day of May
 seventeen hundred eighty four by his note prom
 said Caleb to pay him thirteen pounds ten
 shillings & six pence on demand within
 the term of four months yet said Alexander tho
 often requested never paid the same to the
 Damage of said Caleb fifty pounds
 It is now ordered by the Court that this Cause
 continued until next term that the Sheriff may
 sign his return that after said parties have
 been until the third Tuesday of May next

Saleah Burmard of Deerfield in our County of Hampshire
Esq. v. Silvanus Nash of Greenfield in said County
Yeoman Defendant in the case for that said Silvanus
at said Deerfield on the twenty first day of March last
by his Note promised said Saleah to pay him twenty
pounds one shilling & one penny on demand with
Interest Yet said Silvanus tho' often requested never
paid the same to the damage of said Saleah thirty
pounds the Debt being now three times publicly
called to come into Court & no answer appearing
here thereupon it is considered by the Court that said
Saleah recover against said Silvanus twenty two pounds
four shillings & four pence Damages & Costs taxed at
one pound eleven shillings & ten pence
Ex^{ip} March 22nd 1796

Saleah Burmard of Deerfield in our
County of Hampshire Esq. v. Daniel Pickett
Samuel Doane both of Greenfield in said County
Yeoman Defendants in the case for that said Daniel Pickett
at said Northampton on the fourteenth
day of April last by their Note promised said
Saleah to pay him twenty one pounds thirteen shillings
& nine pence on demand with interest Yet said Daniel
& Samuel tho' often requested never paid the same
to the damage of said Saleah twenty five pounds
The parties appear & agree to have this case
continued untill next term & then Judgment
to be final thereupon it is considered by the
Court that said parties have day here untill
the third Tuesday of May next

Daniel Smead of Greenfield in our
County of Hampshire Yeoman v. Josiah Sewell
of Colrain in said County Yeoman Defendant in the
case for that said Josiah Sewell at said Colrain on the
fifth day of October seventeen hundred eighty four
by his Note promised said Daniel to pay him per
order eleven pounds lawful money by the tenth
day of June then next Yet said Josiah tho' often
requested never paid the same to the damage
of said Daniel eighteen pounds The parties appear
& agree to have this case continued untill next
term & then Judgment to be final thereupon it
is considered by the Court that said parties
have day here untill the third Tuesday of May
next

Samuel Hinsdale of Greenfield in our
County of Hampshire Yeoman v. David Pickett
Conway in said County Yeoman Defendant in the
case for that said David Pickett at said Greenfield on the twenty
ninth day of January seventeen hundred eighty five
by his Note promised said Samuel to pay him forty
pounds lawful money on demand with interest Yet
said David tho' often requested never paid the
same to the damage of said Samuel fifty pounds The
parties appear & agree to have this case continued untill
next term & then Judgment to be final thereupon it
is considered by the Court that said parties have day here
untill the third Tuesday of May next

Chapin Caleb Chapin of Barnardston in our County of Hampshire
gentl^{man} v^s Oliver & Newell & Southwell both
gentl^{men} of Colrain in said County of Hampshire
Case for that said Oliver & Southwell at said Colrain on
N^o 248 The ninth day of December last by their note
promised said Caleb to pay him five pounds three
shillings lawful money on demand with interest
yet said Oliver & Southwell tho^{ugh} often requested never
have paid the same to the damage of said Caleb
Eight pounds the Debt being now three times
publicly called to come into Court to make
default of appearance here thereupon it is
considered by the Court that said Caleb recover
against said Oliver & Southwell five pounds four
shillings & one penny Damages & Costs taxed at
one pound & sixteen shillings & six pence
Ex^{ce} i^{ss} March 22^d 1776

Williams or Elijah Williams of Hallowell in the
Province of Nova Scotia Esq^r v^s John Ransom
of Shelburne in our County of Hampshire gentl^{man}
Promisor & Administrator on the estate of Samuel Poole
N^o 249 Case for that said Samuel in his
life time on the nineteenth day of April next
hundred twenty seven by his note promised said
Elijah to pay him twenty four pounds thirteen
shillings & nine pence & interest with interest
yet said John tho^{ugh} often requested never paid
the same to the damage of said Elijah fifty
pounds the Debt now appears & moves for a continuance
of this case until next term thereupon it is
considered by the Court that said parties have
say here until the third term day of May next

Pomeroy v^s Archel Pomeroy of Northampton
gentl^{man} in our County of Hampshire gentl^{man} v^s Seth Burdett
of Northampton in said County of Hampshire gentl^{man}
N^o 250 Case for that said Seth
in a plea of trespass on the twenty eighth day of
said Northampton on the twenty fifth day of
November next hundred twenty five by his note
promised said Archel to pay him three pounds
eighteen shillings with interest yet said Seth
tho^{ugh} often requested never paid the same to the
damage of said Archel ten pounds the Debt
being now three times publicly called to come into
Court to make default of appearance here thereupon it is
considered by the Court that said Archel recover against
said Seth five pounds four shillings & eight pence
Damages & Costs taxed at one pound six shillings & eight pence
Ex^{ce} i^{ss} Feb 23^d 1776

112-
Seduthun Baldwin of Breckfield in our County of Worcester
Esq. Mr. George Bridge late of Shutebury in our County
of Hampshire Yeoman & Joseph Bridge of Pelham in said
County husbandman & the Inhabitant of the Town of the said
for the said Seduthun at said Shutebury on the twenty
fourth day of April seventeen hundred & seventy seven
said in his demerit as of fee of certain tract of land
lying in said Shutebury with the dwelling house standing
thereon & in consideration that the said Seduthun at the
request of said George & Joseph would permit them the said
George & Joseph to enter upon & possess & enjoy the said
with the dwelling house with the said Seduthun at the
as thereto belonging during the absence of one year
to take the profits & use thereof for the time being
to their own proper use & turned on them & so the
said Seduthun promised to pay him some money
as the sum Seduthun charged to have & the lawful
interest thereof & the said Seduthun agreed to have the said
house the sum of twenty nine pounds & the lawful
money. Also for that said Seduthun at said
Shutebury on the same twenty fourth day of April
was seized in his demerit as of fee of some farm with
dwelling house standing thereon & the said Seduthun
being bound in consideration that the said Seduthun
at the request of said George & Joseph would permit
them the said George & Joseph to enter upon & possess
enjoy the farm & the dwelling house with the
dwelling house & during the term of one year as aforesaid
promised Seduthun money & deliver him one half of the
said George & Joseph the request & never paid either of said
sums or delivered said George to the damage of said
Seduthun twelve pounds the parties appeared & agreed
to have this case continued until next term
then judgment to be given thereupon it is considered
by the Court that said parties have day here
until the third Thursday of May next

Benjamin Edwards of Northampton Esq. (Enclosed)
in our County of Hampshire Yeoman & Deborah
More late of Norwich in said County Yeoman & her
Saidmen late of said Norwich Yeoman & the Inhabitant of the
of the Town of the said Northampton on the twenty first day of June
Seduthun hundred eighty one by their & not be promised
said Benjamin to pay him twelve pounds & sixteen
shillings & demands with interest & the said Deborah the
request & never paid the same to the damage of said
Benjamin twelve pounds the parties appeared & agreed
to have this case continued until next term & then
judgment to be given thereupon it is considered by
the Court that said parties have day here until
the third Thursday of May next

Baldwin
or
Bridge
(N 251)

or
More
(N 252)

Brick
or
Miller
(N^o 253
Court)

Samuel Brick of Wotton in the County of Hampshire Gent^r
Alfred Alexander Miller of the same Wotton Gent^r Esq^r
in a Plea as may be seen in the Written Plea
The Plea appears & moves that the Case may be continued to
the next Term - And it is considered by the Court that the
said Parties have Day here in Court untill the third Tuesday
of May next

Brick Comp^t Samuel Brick of Northampton in our County
Bliss of Hampshire Taylor humbly shews that by the
(N^o 254) Consideration of Probate's rule Esq^r he recovered
Judgment against Elijah Bliss for thirty six shillings
Damages & Costs of Suit from which Judgment he
Appealed to this Court & recognized to prosecute his
appeal but has failed to do it he therefore prays
affirmation of Judgment with additional Damages
& Costs thereupon it is considered by the Court
that said Samuel recover against said Elijah
his Costs taxed at

James Pet^r Lucy Ames administratrix on the estate
(N^o 255) of Elijah Ames late of Brimsfield in our County of
Hampshire dec^d humbly shews that the personal estate
of said dec^d is insufficient to discharge the debts
due from said dec^d as by a certificate from the office
of Registry of Probate appears she therefore prays
Liberty to sell so much of the real estate as to enable her
to pay the debts with additional Costs thereupon it is
considered by the Court that she be permitted to sell
so much of the real estate of said deceased as will
amount to the value of two hundred & eighteen pence
Lawful money to discharge the Debts due from said
Estate

Grove Comp^t William Grove of Eastbury in our County
Brimsfull of the Essex Quorum humbly shews that his Goods were attached
(N^o 256) himself summoned to appear before this Court to answer unto
Thomas Brimsfull of Westmoreland in the County of Essex
Attack of New Hampshire by the said Thomas of the Court but
the said Thomas hath failed to prosecute himself & for that
Wherefore the said William prays Judgment for his reasonable
Costs thereupon it is considered by the Court that said
William recover against said Thomas his Costs taxed at
two pence four shillings & eight pence Ex^{ist} July 23rd 1786

Rachel Hammam administratrix on the estate of
Aaron Hammam late of Pelahutown in our County of
Hampshire do^{ly} humbly shew that when the estate of Hammam
the deceased was settled there was no provision made
for the payment of a debt now due of the value of sixty
pounds she therefore prays that she may have Liberty
to sell so much of the third of the estate of said dec^d as
shall enable her to pay said debt thereupon it is considered
by the Court that she be allowed to sell to the value
of sixty four pounds to enable her to discharge the
debt of said

Hammam
Pet^r V257

Samuel A. Th. Merrick & Hannah Thurner
Executors of the last Will & Testament of Jap. Warner
late of Wilbraham in our County of Hampshire do^{ly}
humbly shew that the personal estate of said Jap^r is
insufficient to discharge the debts due from said dec^d in
said debts exceeding the personal estate the sum of four
hundred & sixty two pounds eight shillings & three pence
they therefore pray Liberty to sell so much of the real estate
of the deceased as shall be sufficient to raise the aforesaid
sum of four hundred & sixty two pounds eight shillings
& three pence thereupon it is considered by the Court
that said Executors may sell to the amount of
four hundred & twenty pounds to discharge the Debt
& defray the Charges & Expenses &c)

Merrick
Pet^r V258

Hugh Maxwell of Heath in our
County of Hampshire humbly shew that he was
attached & summoned to appear to answer unto
Richard of Chelmsford in our County of Hampshire in
plea of the Case & the said Richard not appearing to enter
his plea & to prosecute the same he therefore prays
Judgment for his reasonable Costs in this behalf thereupon
it is considered by the Court that said Hugh recover
against said Richard his Costs taxed at £11 11s 4d
2^d of May 4. 1786.

Maxwell
Complaint
Hewsh
V259

Thomas Fowler of Southwiche in our County
of Hampshire Common Officer Titus Bigelow of Southwiche
do^{ly} shew that said Titus at said Southwiche on the last day
of November twentien hundred eighty two was
indicted to said Fowler in the sum of fifty pounds
for the like sum of money laid out & expended & in
consideration thereof promised said Fowler to pay
him when he should be requested yet said Fowler
tho requested never paid the same to the damage
of said Fowler sixty pounds the Defendant swears
& moves for a continuance of this Cause till next
term thereupon it is considered by the Court that said
parties have day here until the third Monday
of May next.

Bigelow
V260

Case Comp^t James Case humbly shews that his estate was attached
 vs his body taken to answer to an action of trespass on the case
 Monmouth at this term at the suit of Peter Marshall & there
 N^o 261 by reason he failed to prosecute the said action the said
 James therefore prays that his costs may be allowed
 him thereupon it is considered by the Court
 that said James recover against said Peter his
 costs taxed at three pounds ten shillings & two
 pence Ex. p^t 24th April 15th 1766

Walker
 vs
 Davis
 N^o 262

John Walker of Hadley in our County
 of Hampshire tradesman vs James Davis of Compton
 in said County Gent^l Debt In a plea of trespass on the
 case for that said James in said Hadley on the twenty
 ninth day of December sixteen hundred eighty four
 by his note promised said John to pay him two
 pounds sixteen shillings & six pence on demand with
 interest & also for that said James on the same day
 acknowledged indebted to said John in another sum
 of thirty three shillings for the like sum of money
 paid & rec^d Yet said James tho^t after requested never
 paid said sums to the damage of said John five pounds
 The Debt being now three times publicly called
 to come into Court no answer made of appearance
 here thereupon it is considered by the Court that
 said John recover against said James four pounds
 fourteen shillings & four pence Damages & costs
 taxed at one pound five shillings & five pence
 Ex. p^t 24th April 15th 1766

Smiths Admⁿ
 N^o 263

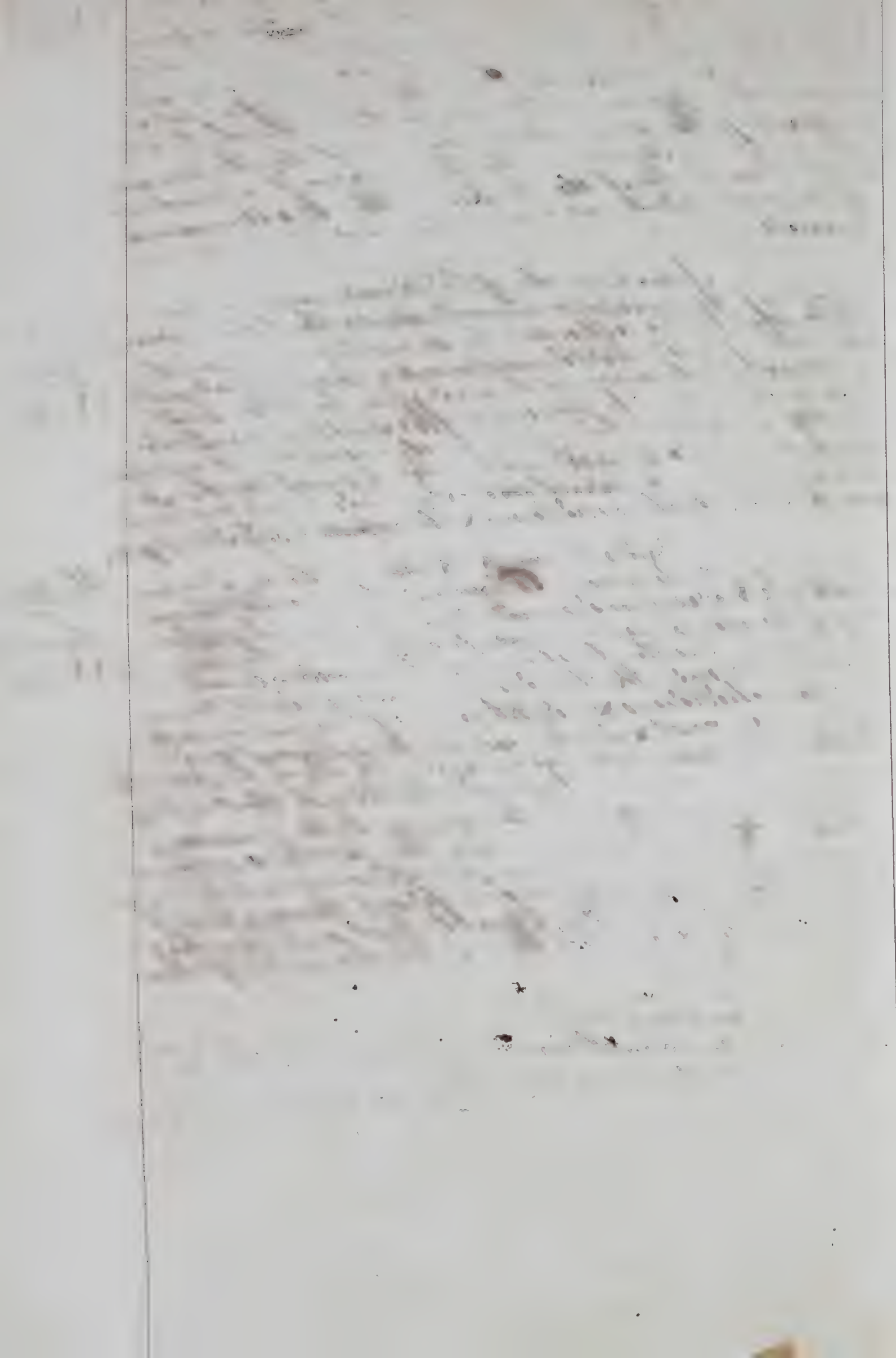
Salah Smith Administrator on the estate
 of Moses Smith late of Shelburne in our County
 of Hampshire deceased intestate humbly shews that
 the personal estate of said deceased is insufficient to
 discharge the Debts due from said deceased said
 Debts exceeding the personal estate Eighty one pounds
 twelve shillings & seven pence three farthings as by
 certificate from the office of registry of probate
 appears he therefore prays leave to make sale of
 so much of the real estate of said deceased as to enable
 him to discharge said debts with additional costs
 thereupon it is considered by the Court that said
 Salah be allowed to sell so much as will amount to
 Eighty four pounds & six pence for the purposes
 aforesaid he observing the Directions of the Law touching such
 Sales

North Price of Charlemont in our County of Hampshire adminis- 115
tratrix over the estate of Thomas Price late of said Charlemont Price Petn.
deceased humbly shews that the Personal estate of said deceased
of said Decd is insufficient to discharge the Debts due from N 265
said Decd & said Debts exceeding the personal estate
the sum of thirty eight pounds fourteen shillings & four
pence as by a Certificate from the office of registry
of probate appears She therefore prays liberty to sell
in whole of the real estate in herable her to pay
Debts with additional Costs thereupon it is considered
by the Court that she be permitted to sell so much
of the real estate as will amount to forty one
pounds

John Goddard of Willsborough in our County of Hampshire humbly shews that his Godson Goddard
John Wild of said Willsborough hath been legally N 265
summoned to answer to said John but the said
John hath failed to prosecute the Suit aforesaid he
therefore prays his legal Costs may be allowed him
thereupon it is considered by the Court that said
John recover against said John his Costs taxed at
one pound eighteen shillings & eleven pence Ex pte John Goddard

Giles Crouch Kellogg of Haverhill in our County of Hampshire
Smith of New Bedford in said County Esqr. Deftnes Kellogg
plea of trespass on the Case for that said Kellogg at N 266
said Haverhill on the last day of December last was
indebted to said Kellogg in the sum of eight pounds
fourteen shillings & eight pence for sundry articles
of Book account & in consideration thereof said
Kellogg promised said Kellogg to pay the
sum on demand Yet said Kellogg tho' often
requested never paid the sum to the damage
of said Kellogg ten pounds the parties appear
& agree to have this case continued until next
term & then judgment to be final thereupon it
is considered by the Court that said parties
have day here until the third Tuesday of next
month

The foregoing Judgments Orders &c. being made and
entered up in manner as aforesaid and then the
Court adjourned without Day Att. Robt Breckler



Hampshire Co. Commonwealth of Massachusetts

At the Court of Common Pleas holden
at Springfield in and for the County of Hamp-
shire on the third Tuesday of May being the
16th day of the said Month and from Day to Day
to the 20th day of the same month Anno
Domini 1786

Justices of the Court
present

Cleaver Porter Esq^r
John Bliss Esq^r
Samuel Mather Esq^r
Ab^l^r Burbanks Esq^r
pro Cur. spec'

Jury of Trials
John Burkhani Esq^r }
Silas Chapin }
William Dorrney }
William Knox }
Amasa Town }
Aaron Clarke }
Nathan Montague }
Sam^l Ellis }
John Dickinson }
Luther Danielson }
Abner Colton }
Oliver Burkh }
Jon^a Lyon exund }
Asa Noble Esq^r }
Sam^l Cather about }
Hud

3^d day Gideon Phillips vs Asaph Leonard
Bagg vs Hiscok
Rebecca Moffat vs Ja^s Sherman
4th Purchan vs Pycher

Roth
vs
Stiles

Jacob Roth of a Place called Schoduck in the Manor
of Rensselaer County of Albany & State of New York
vs
Jesse Stiles Jun^r late of Granville in
the County of Hampshire vs
Jesse Stiles Jun^r late of Granville in
the County of Hampshire
The Parties appear by their respective Attornies and
agree that this Case be continued under the former
Rule to the next Term; and it is considered by
the Court that they have Day here accordingly untill
the last Tuesday of August next after the third Tu
esday of May aforesaid

Colton
vs
Brewer

Andrew Colton of Springfield in the County of
Hampshire vs
Solomon Brewer of
the same Springfield
The Parties appear by their Attornies and agree to a Continuance
under the former Rule; and it is considered by
the Court that they have Day here in Court untill
the last Tuesday of August next

B Fowler
vs
J Fowler

Bildad Fowler of Westfield in the County of
Hampshire vs
Jesse Fowler of South
wick in the County aforesaid
The Parties appear by their Att^{ys} and agree to a Continuance
under the former Rule - and it is considered
by the Court that they have Day here in Court
untill the last Tuesday of August next -

Thompson
vs
Billings

Benjamin Thompson of Ware in the County of
Hampshire vs
Benjamin Billings of
Belcherstown in the County aforesaid
The Parties appear, and the Pl^{ff} moves that this Case may be
continued to the next Term, agreeing that no costs
arising thereby be taxed to the Pl^{ff}, and thereupon
it is considered by the Court that the said Parties
have Day here in Court untill the last Tuesday
of August next

Thomas Francis of Southwick in the County of Hampshire Jan^r
Jlfr is Abour Fowler of the same Southwick Janan Deft in a
Shake, as is of Record hertofore. The Parties appear and
agree that this can be continued under the former Rule to
the next Term and thereupon it is considered by the
Court that the said Parties have Day here in Court untill
the last Tuesday of August next.

116
Francis
Fowler

Gideon Phillips Janan Simon Phillips Janan Lucy Phillips & al
Phillips Spinster & Anne Phillips Spinster all of West-
Springfield in the County of Hampshire Plffs & Agents
Leonard
Leonard of West Springfield a forsaide Janan Deft
in a Shake of Entry upon Dispossession in the Poss, as is
at large of Record hertofore. The Plffs appear by
Moses Bishop & Caleb Strong Esq^r their Att^y and the Deft by Simon
Strong Esq^r his Att^y. comes & defends the Force &c, and for the said
that the said Daniel never dispossessed the said Simon nor obtained
in manner & form as the said Gideon Simon & Lucy Anne the
Demandants have alleged and thereupon puts him self on the
Country; and the said Gideon Simon & Lucy Anne do the
same. A Jury being impanelled and sworn accordingly
to have to try the Issue deliv^d upon their Oaths by Mr John Turk
their Foreman, that they find the said Daniel Leonard did dispossess
the said Simon Phillips &c and in manner & form as the
Demandants have alleged. And thereupon it is considered
by the Court that the said Gideon Simon & Lucy Anne do res-
ever Judgements for their Seizin & Dispossession of the Lands sued for
and also for their Costs taxed at Eight pounds nineteen
shillings. Whereupon the said Lesops by his Att^y appeals
from the Judgements of this Court to the Supreme Judi-
cial Court to be holden at Springfield in & for the County of
Hampshire on the fourth Tuesday of September next &c he recog-
nizes with Sureties as the Law directs for the said Lesops
prosecuting his said Appeal with Effect as by &c Recognizance
on File appears.

Thomas Walker of Boston in the County of Suffolk Esq^r Plff & al
David Mitchell late of Southbury in the County of Hampshire Agent &
Trustee of James Lockwood an absent & a forsaide Deft in a Shake
as is at large of Record. The said Parties appear
by their respective Attornies and agree that this can be continued to the
next Term and thereupon it is considered by the Court that they
readily have Day here in Court untill the last Tuesday of Aug-
ust next.

Walker
Lockwood & Agents

Oliver Porter of Hadley in the County of Hampshire Esq^r & Sheriff of the same
County Plff & al James Heston of Milborne in the County a forsaide Janan
& Moses Heston of Charlemont in the same County Defendants Deft in a
Shake as is of Record hertofore. The Parties appear and agree to a contin-
uance. And thereupon it is considered by the Court that they
have Day here in Court untill the last Tuesday of August next.

Porter & al
Heston & al

Simon Worthington of Springfield in the County of Hampshire Esq^r Plff
vs Jas. Pease of Endfield in the County of Hartford & State of Connecticut
a Roman Debt in a Plea as is of Record herebefore. The Plff being now
three Times publicly called is Nonsum. the Debt is defaulted and the ac-
tion is dismissed

William Lassarman of Northampton in the County of Hampshire
 Gent^l. Pl^t is Plei Shayer of Milford in the County of Worcester Defendant as
 Plea is as is of Record here to, &c. The Pl^t appears by Caleb Strong Esq^r
 his Att^y. and the Def^t being three Times publicly called to come into
 Court makes Default of Appearance here. Therefore it is considered
 by the Court that the said William do recover against the said Levi
 Four thousand four hundred & forty seven pounds Nineteen shillings
 and three pence three farthings of Lawful Money Damages and
 Costs of Court taxed at Two pounds seventeen shillings eight pence
 and three of &c
 Executed June 13th 1786

Adonijah Stanborough of Fredericksburgh in the County of Dutchess
a State of New York Gentlman vs Plea James Upham late of Brookfield
in the County of Worcester Trader otherwise called James Upham of Green
field in the County of Hampshire Trader Deft in a Plea as is of
Record heretofore. The Parties severally appear by their Attornies, and
Elijah Shuck & others, Refuses to pay by the said Parties a Judgment Term
now brought into Court their Award in the words following Vizt
"We the undersigned have attended the issue assigned to us and having
fully heard the said Parties & their several Pleas Proofs & Allegations
and maturely considered the same do award & determine that the
said Adonijah Stanborough recover against the said James Upham
the sum of thirty one pounds four shillings & five pence Damages
and the Costs of this Refuse being two pounds eight shillings and
nine pence, and the Costs of which to be taxed by the Court, all
which is humbly submitted Elijah Shuck David Sexton Quarters
Dorsey Refuse" Which said Award is accepted, and it is con-
sidered by the Court that the said Adonijah do recover against the
said James thirty one pounds four shillings and five pence of Law
ful money Damages and the Costs of Court & Refuse taxed at
£5-4-3 & three of &c
Exonifi May 22. 1786

Josiah Torrey of Worcester in the County of Hillsfolk Towne of ss.
 Gad Wyman of Northampton in the County of Hampshire John and J^{rs}
 in & Plea &c as is of Record here to fore, the Parties appear by their
 respective Attornies and agree that this Case be continued under the
 former Rule excepting that Captⁿ Obeney Lane be one of the Referees
 in the Room of Captⁿ Elijah Smith, but if the Refs disagree to this Alter-
 ation, that then the Case stand open for Trial at the next Term -
 and thereupon it is considered by the Court that the said Parties have
 Day here in Court until the last Tuesday of August next & after
 the third Tuesday of May aforesaid -

John Walker of Hadley in the County of Hampshire Yeoman. Defendant
 his wife & children against a bill of Divorcement brought by
 27. Mary in & against the same Hadley labourer & in a Phrase as is ab-
 large of Record heretofore. The Parties appear & agree to submit this Case with all Points
 to the final Decision of Wm. in & David & John Smith. Their Award
 to be returned into this Court to be made up & Executed according to
 And it is considered by the Court that the said Parties have Day here in Court until
 the last Tuesday of August next

Blissaph Parker of Watertown in the County of Litchfield & State of Connecticut Plffs Obed Took of Merryfield in the County of Hampshire Defth in a Phase as is of Record herebefore -
The Parties appear by their Attornies and agree that this Case be continued under the former Rule - And thereupon it is considered by the Court that they have Day here in Court untill the last Tuesday of August next

117
Parker
Took

Gilbert Harrison and John Ansley both of the City of Harrison & London & King dom of Great Brittain Merchants. Plffs vs Samuel Allyn Esq of Boston in the County of Suffolk Esq Defth in a Phase as is of Record herebefore
The Parties appear by their respective Attornies & the Defth moves for a Continuance the Plffs consenting thereto And it is considered by the Court that the said Parties have Day here in Court untill the last Tuesday of August next

Harrison
Ansley
Allyn

Oliver Phelps of Granville in the County of Hampshire Esq Plff vs John Hunt of Southwick in the County aforesaid Gentleman Defth in a Phase as is of Record herebefore The Plff appears by John Chandler Williams Gentleman his Att^y and the Defth the three Times publicly called to come into Court makes Default of Appearance here. Whereupon the Plff moves for a Continuance without Costs to the Defth to the next Term - And thereupon it is considered by the Court that this Case be continued for Judgment to the last Tuesday of August next

Phelps
Hunt

Anthony Paine of Worcester in the County of Worcester Apothecary Plff vs Oliver Webster of Worthington in the County of Hampshire Yeoman Defth in a Phase as is of Record herebefore - The Plff appears by John Chandler Williams Gentleman his Att^y and the Defth the three Times publicly called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that the said Anthony do recover against the said Oliver Nine pounds nineteen shillings & five pence of lawful money Damages & Costs of which taxed at Three pounds one shilling & four pence & three of &c.
Ex^{hib} May 22^d 1786

Paine
Webster

Ben^d Andrews of a Place called Numbabam in the County of Albany and State of New York Coman Plff vs Ebenezer Wright of the County of Berkshire Yeoman & Jeff Wright of the same Plffs vs Yeoman Defth in a Phase as is of Record herebefore - The Plffs appear by John Chandler Williams Gent^l his Att^y and Ebenezer one of the Defth aforesaid for whom only Service was made, being three Times publicly called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that said Benjamin do recover against the said Ebenezer, Twelve pounds twelve shillings & nine pence of lawful money Damages & Costs of which taxed at Five pounds four shillings & two pence
Ex^{hib} May 22^d 1786

Andrews
Wright

Falcott
v
Willowson

Frederick Falcott of a Place called the Germans Hall in the County of Mont-
gomery State of New York Plaintiff in Writ of Habeas Corpus of Springham in
the County of Berkshire Gent^l vs John Duff in a
Plea of Trespass on the Case as is of Record heretofore
The Plea appears by John C. Williams Esq^r his Att^y &
the Duff the three Times publicly called to come into
Court makes Default of Appearance here
Wherefore it is considered by the Court that the said
Frederick do recover against the said Joseph's two
pounds eight shillings & four pence of lawful Money
Damages & Costs of which taxed at Three pounds five
shillings & four pence & thereof Ex^{ce} May 22 1786

McMahon
v
Prentiss

Alexander McMahon of Kinderhook District in the
County of Albany & State of New York Merchant Plaintiff
vs Schabod Prentiss of Hancock in the County of Berkshire Gent^l
Duff in a Plea as is of Record heretofore The Plea appears by John C. Williams
Esq^r his Att^y and the Duff the three Times publicly called to come into Court
makes Default of Appearance here Wherefore it is considered by the Court
that said Alexander do recover against said Schabod nine pounds one
shilling & four pence of lawful Money Damages & Costs of which taxed at
Three pounds eight shillings & thereof Ex^{ce} May 22 1786

Sackett
v
Loomis

Samuel Sackett of Pittsfield in the County of Berkshire Gent^l vs John
Loomis of Westfield in the County of Hampshire Plaintiff in a Plea
as is of Record heretofore The Parties appear by their respective Att^{ys}
and agree to a Fortification and it is considered by the Court that
they have Day here in Court until the last Tuesday of August next

Langhead
v
Roth

James Langhead of Blanford in the County of Hampshire Plaintiff
vs Gideon Roth of Southwick in the County of Worcester Gent^l Duff in a
Plea as is of Record heretofore The Plea appears by Samuel Foster
Esq^r his Att^y and the Duff the three Times publicly called to come
into Court makes Default of Appearance here Wherefore it is
considered by the Court that the said James do recover against the
said Gideon nineteen pounds one shilling & seven pence of lawful Mo-
ney Damages and Costs of which taxed at £ 2 4s 8 & thereof Ex^{ce}
Ex^{ce} May 20 1786

Dodge
v
Webb

Samuel Dodge of Windham in the County of Windham & State of Connec-
ticut Plaintiff vs Darius Webb of Norwich in the County of Hampshire
Gent^l Duff in a Plea as is of Record heretofore The Plea appears by
Samuel Foster Esq^r his Att^y & the Duff the three Times publicly called
to come into Court makes Default of Appearance here Wherefore it
is considered by the Court that said Samuel do recover against said
Darius four pounds two shillings & two pence of lawful Money Da-
mages & Costs of which taxed at One pound & eight shillings and
thereof Ex^{ce} May 30 1786

Warham Parks of Westfield in the County of Hampshire Esq^r Plff 168
vs. Samuel Threll of Granville in the same County Gent^lman Park 169
Def^t in a Plea of the Case as is at large of Record herebefore

The Plff appears by Samuel Fowler Gent^l his Att^y and the Def^t Threll
by ~~Samuel Fowler Gent^l his Att^y~~ in his own Person now appears in
Court and defends the Force and Injury &c. & offers to swear
and make Oaths that more than lawful Interest is re-
covered secured & taken in the Note declared on Bills
more than six pounds for the Forbearance One hundred
pounds by the Year contrary to the Force & Effect of the
Statute in such Cases made & provided by means
whereof the same Note is wholly void & prays Judgment
within the said Warham ought to have & maintain his
Action ~ And the said Warham says he ought not to be
barred of having & maintaining his said Action by any
thing before alleged because he says that there is not
more than ^{than lawful Interest, nor more than} six pounds for the Forbearance of One hundred
pounds by the Year, and prays that he may be ad-
mitted to make Oaths thereto according to the Provision of said
Statute ~ And thereupon the said Warham being duly
sworn declares upon his Oaths, that there is not included
in the Note declared on more than lawful Interest, or
more than six pounds for the Forbearance of One hundred
pounds by the Year ~ And thereupon it is considered by
the Court that the said Warham do recover against the
said Samuel Thirty two pounds Ten shillings & five pence
of lawful Money Damages and Costs of Suit taxed
at Two pounds ~ Whereof the S^r Samuel by Moses
Bliss Esq^r his Att^y appeals from the Judgment of this
Court to the Supreme Judicial Court to be holden at
Springfield in and for the said County of Hamp^r.
Which on the fourth Tuesday of September next and
he recognises with Sureties for S^r Samuel's prosecut-
ing his said appeal with Effect as by S^r Recognizance
on File appears

Aaron Coe of Granville in the County of Hamp^r.
-shire Gent^l Administrator on the Estate of Ebenezer
Coe late of said Granville deceased Plff vs Abel
Tillotson of Granville aforesaid Yeoman Def^t in
a Plea of Trespass on the Case as is at large of Record
herebefore The Plff now appears by Samuel Fowler
Gent^lman his Att^y and the Def^t the three Times pub-
licly called to come into Court makes Default of
Appearance here ~ Wherefore it is considered by the
Court that the said Aaron in his S^r Capacity do recover
against the said Abel Seven pounds Fourteen shil-
lings & four pence of lawful Money Damages and
Costs of Suit taxed at £2.5.11 & thereof

Exempli: May 30. 1786

Coe Adm^r
Tillotson

Doolittle } Titus Doolittle of Westfield in the County of Hampshire
vs Thomas } Yeoman Plff vs Lovewell Thomas of the same Westfield
Yeoman Deft in a Plea of the Case as is of Record at the
last Term - The Parties appear and the Plff moves for
a continuance of this Case - And it is considered by the
Court that the said Parties have Day here in Court until
the last Tuesday of August next

Goodwin } Elias Goodwin of y City & County of Hartford a State
vs Bingham } of Connecticut Gentlemen Plff vs Anna Bingham of
Stockbridge in the County of Berkshire Comrs Deft
in a Plea &c. The Plff being now three times called to come
into Court is Nonsumb. the Deft is defaulted & the
Action is dismissed

Marble } Joel Marble of Springfield in the County of Hampshire
vs Price } Apothecary Plff vs Timothy Price of Belchertown in the
same County Yeoman Deft in a Plea of the Case &c.
as is of Record heretofore - The Plff appears by Alexander
Wichott Gentlemen his Att^y and the Deft the three Times
publicly called to come into Court makes Default of Ap-
pearance here - Wherefore it is considered by the Court
that the said Joel do recover against the said Timothy
Seventeen pounds one shilling & three pence of lawful
Money Damages and Costs of which Taxes at £ 1¹⁷ 6
& three of &c. Exon if May 24. 1786

Jones } Daniel Jones of Hindsdale in the County of Cheshire a State
vs Dickinson } of Cheshire Esq^r Plff vs Titus Dickinson of Mor^{ris}
field in the County of Hampshire His Widow Deft
in a Plea &c as is of Record heretofore - The Plff having
deceased since the Commencement of this Suit Lydia
Jones Widow & Brad Hunt G^{en} Executors of the last
Will & Testament of the said Daniel now come into
Court and pray they may be admitted to appear
& prosecute this Action agreeable to the Statute in such
Case made &c. and they are accordingly permitted
And the Deft being three Times publicly called
to come into Court makes Default of Appearance
here - Wherefore it is considered by the Court that
the said Lydia & Brad in their said Capacities
do recover against the said Titus Four pounds three
shillings & nine pence of lawful Money Damages
and Costs of which Taxes at £ 2 19 4 & three of &c.
Exon if June 1. 1786 -

Joseph Burkhman of Brattleborough in the County of Windham & State of Vermont Herbandman. Plaintiff Henry Chandler of Enfield in the County of Hartford & State of Connecticut Defendant & Nathaniel Chandler of Brattleborough aforesaid Yeoman Deft in a Plea of the Case as is of Record herefore - The Plff now appears & prays Judgment - and thereupon it is considered by the Court Joseph do recover against the said Henry

Burk.
Chandler

Eight pounds six shillings & seven pence of lawful money Damages and Costs of Suit taxed at £2.8.10 and three of x

James Mills of Orange in the County of Hampshire Husbandman Plff vs Samuel Pittsman of Waverick in the same County Herbandman Deft in a Plea of the Case as is at large of Record herefore - The Plff appears by Daniel Bigelow Esq^r his Att^t and the Deft being three Times publicly called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that the said James do recover against the said Samuel six pounds & nine shillings of lawful money Damages & Costs of Court taxed at £2.19.2 & three of x

Mills
Pitts

Exon^r July 12. 1786

Moses Bagg of Westfield in the County of Hampshire Yeoman Plff vs Isaac Bissell of Suffield in the County of Hartford & State of Connecticut Yeoman Deft in a Plea of Trespass on the Case as is at large of Record herefore - The Plff appears by John Phelps Gent^l his Att^t and the Deft by C Strong Esq^r his Att^t who reserved the Force & Injury when x & agreeing to be precluded of any Revival in Case Judgment be rendered against him and reserving Liberty to waive this Plea at the Trial by Appeal says he is not guilty in manner & form as the Plff hath alledged and thereupon prays Judgment - And the said Moses agreeing to said Reservation says that the Plea above pleaded by the said Isaac is an insufficient answer to the Plffs Declaration and that he is not bound by the Law of the Land to make any answer thereto and prays Judgment for his Damages & Costs - And said Isaac says his said Plea is sufficient & thereupon x

Bagg
Bissell

Whereupon all & singular the Premises being heard by the Court here fully understood, & as much as it appears to the Court that the Plea aforesaid of the said Isaac by him above pleaded, & the matters therein contained are an insufficient answer to the Declaration of the said Moses, and ought not to preclude him the said Moses from having & maintaining his said action - And thereupon it is considered by the Court that the said Moses do recover against the said Isaac One hundred & fifteen

pounds eleven shilling & a few pence of lawful money damages and costs of Court taxed at Ten pounds one shilling & eight pence — Whereupon the said Isaac by C Strong Esq^r his Att^r appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with sureties as the Law directs for S. Isaac's prosecuting his said Appeal with Effect as by Recognizance on File does appear —

Bagg }
for }
Stiscock }
Moses Bagg of Westfield in the County of Hampshire Plaintiff
vs. William Stiscock of the same Westfield Defendant
in a Plea of Trover & in the Case as is of Record heretofore —

The Pl^{ff} appears by John Phelps Gent^l his Att^r and the Deft^d by Edward Walker & Cals Strong Esq^r his Att^r & comes & defends the Trover & Injury when & how and says he is not guilty in Manner & Form as the Pl^{ff} hath alleged and that of puts himself on the Country — and the Pl^{ff} likewise —

A Jury being impanelled & sworn according to Law to try the Issue declare upon their Oaths that they find the Deft^d is not guilty as set forth in the Declaration, — and there upon it is considered by the Court that the said William do recover against the said Moses his costs taxed at One pound & four shillings — Whereupon the said Moses by his said Att^r appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with sureties as the Law directs for said Moses prosecuting his said Appeal with Effect as by said Recognizance on File appears —

Brown }
vs }
Phelps }
Abial Brown of Windsor in the County of Hartford
and State of Connecticut Trader Pl^{ff} vs. Jos Phelps of
Southampton in the County of Hampshire German Deft^d
in a Plea &c — as is of Record heretofore — The Pl^{ff} being
three Times publicly called to come into Court is Non-suit
the Deft^d defaulted and the Action is dismissed —

Bridghams Adm^r }
vs }
Haynes }
Martha Bridgham of Boston in the County of Suffolk
Widow & Administratrix on the Estate of James Bridgham
late of said Boston Esq^r & in & Capacity Pl^{ff} vs. Phineas
Haynes of Braintree in the County of Hampshire Geo
man Deft^d in a Plea as is of Record heretofore — The
Pl^{ff} appears by Dwight Foster Esq^r his Att^r and prays
Judgment — and it is considered by the Court that
the said Martha do recover against the said Phineas
Nine pounds Sixteen shillings & three pence of lawful money
Damages & Costs of which taxed at £4.8.6 —

Dwight Foster of Brookfield in the County of Worcester
 vs. James Cummings late of Ware in the County of
 Hampshire Husbandman Deft in a Plea of the Case &c. Foster
Cummings
 as is of Record herebefore. The Plt appears in his own
 Person and the Deft the three Times publicly called to come
 into Court makes Default of Appearance here. Wherefore
 it is considered by the Court that the said Dwight do
 recover against the said James Four pounds & six
 shillings of lawful Money Damages & Costs of Suit tax-
 ed at £2.9.10. and three of &c.

Josiah Jones of Brimfield in the County of Hampshire Jones v
Robinsons
Trustee
 vs. Samuel Bull of Monson in the same
 County Agent & Trustee of William Robinson late of
 said Monson an absconding Debtor & in
 said Capacity in a Plea &c. The Plt appears by Abner
 Morgan Esq. his Att. and the said Samuel being three
 Times publicly called to come into Court makes De-
 fault of Appearance here. And it is considered by
 the Court that this Case be continued to the next Term
 the 1st Tuesday of August next.

Thomas Cooley of Brimfield in the County of Hamp- Cooley
vs
Charles
 shire Husbandman Plt vs. Solomon Charles of Brim-
 field a forsaid Husbandman Deft in a Plea &c. as is
 of Record herebefore. The Plt being now three Times pub-
 lically called to come into Court has neglected, the Deft is
 defaulted and the Action is dismissed.

John Tenton of South Brimfield in the County of Tenton
vs
Fairbanks
 Hampshire Husbandman Plt vs. Elazer Fairbanks
 Husbandman & Zebadiah. Abbot Husbandman both of
 Brimfield in the County a forsaid Deft in a Plea of
 the Case &c. as is of Record herebefore &c. The Plt ap-
 pears by Abner Morgan Esq. his Att. & prays Judgment
 And thereupon it is considered by the Court that the
 said Tenton do recover against the said Elazer and
 Zebadiah Twenty one pounds thirteen shillings and
 eleven pence of lawful Money Damages & Costs of
 Suit taxed at £2.7.6 & three of &c.
 Exec. 11 May 27. 1786

Bugbee
Crouch } James Bugbee of Brimfield in the County of Hampshire
Blacksmiths Pleas Aaron Crouch of Parker in the same
County Husbandman Defth in a Plea as is of Record
herefore — The Plf appears by Abner Morgan Esq^r his
Att^y and prays Judgment — It is thereupon consid-
ered by the Court that the said James do recover a-
gainst the said Aaron Seven pounds five shillings
eight pence of lawful Money Damages & Costs of
Suit taxed at £2.5.2 & thereof &c
Exon if May 24. 1786 —

Gore
as
Wales } John Gore of Boston in the County of Suffolk Esq^r Plf on
Elijah Wales of South Brimfield in the County of Hampshire
Ironholder Defth in a Plea of Exitorment as is of Record
herefore — The Plf appears by Abner Morgan Esq^r his
Att^y and the Defth the three Times publicly called to come
into Court makes Default of appearance here — After all
which the said Elijah appears by Caleb Strong Esq^r his Att^y
and disclaims any Title to the Demanded Premises
except twenty one Acres lying on the South End of the
Tract of Land demanded in the Plf's Declaration with
the Building thereon — And Abner Morgan on behalf
of the said Gore agrees that Judgment shall be rendered
and Execution issue for Satisf^y of the said twenty one
Acres only in Case the Money due on the said Mortgage
is not paid within the Time limited by Law —
And thereupon it is considered by the Court that the
said John do recover against the said Elijah Judg-
ment for his Seizin & Possession of the twenty one Acres
of Land above mentioned with the Appurtenances and
thereof he may have his Writ of Fac. Lab. Possⁿ in
Case the said Elijah shall not within two months
pay to the said John

Debt & Costs of Suit taxed at £4. 10. 0
Writ of Fac. Lab. Possⁿ if Apr 13. 1787

Crash
Bishop } Israel Crash of Brimfield in the County of Ham-
pshire Physician Plf vs William Bishop of South
Brimfield in the same County Gent^l Defth in a Plea
as is of Record herefore — The Plf appears by Abner
Morgan Esq^r his Att^y & prays Judgment — And it is
considered by the Court that the said Israel do recover
against the said William Ten pounds four shillings
and eight pence of lawful Money Damages & Costs of
Suit taxed at £2. 6. 8 & thereof &c
Exon if med May 24. 1786 —

John Pettitlaw of Gloucester in the County of Providence & State
of Rhode Island Husbandman. Plff vs Arnold Lewis of Windsor
in the County of Berkshire Gentleman Deft in a Plea as is of Record
at the last Term. The Plff appears by Abner Morgan
Esq^r his Att^y and the Deft the three times publicly called to come
into Court makes Default of appearance here. Wherefore
it is considered by the Court that the said John do recover
against the said Arnold six pounds seven shillings
and eleven pence of lawful money Damages & Costs of
Suit taxed at £ 2 16 0 & there of
Exon^r if May 24. 1786

Isaac Marcy of Ashford in the County of Windham
and State of Connecticut Husbandman Plff vs
drew Belcher of Partridge field in the County of Berke-
shire Gentleman Deft in a Plea as is of Record the
last Term. The Parties appear by their Att^y and agree
that this Case be continued and it is considered by
the Court that they have Day here in Court untill the last Tuesday of August
next

Joshua Eddy of Wilbraham in the County of Hampshire
Husbandman Plff vs Caleb Brooks of Westmore in the
County of Worcester Husbandman Deft in a Plea as
is of Record at the last Term. The Plff appears by
Abner Morgan Esq^r his Att^y and the Deft does not appear
for continuance &c. and it is considered by the
Court that the said Parties have Day here in Court
untill the last Tuesday of August next

Benjamin Day Jun^r of West Springfield in the County of
Hampshire Gentleman Plff vs John Morgan of the same
West Springfield Chaucer Deft in a Plea of the Case as
is of Record at the last Term. The Plff appears by Justice
Ely Esq^r his Att^y and the Deft the three times publicly called
to come into Court makes Default of appearance here
Wherefore it is considered by the Court that the said Ben-
jamin do recover against the said John Eight pounds
five shillings & four pence of lawful money Damages
and Costs of Suit taxed at £ 1 13 0 & there of
Exon^r if May 29. 1786

Benjamin Day of West Springfield in the County of Hampshire
Gent^l Plff vs Solomon Hoddard of Northampton in
the same County Esq^r Deft in a Plea as is of Record
before. The Plff appears by Justice Ely Esq^r his Att^y & the Deft
the three Times publicly called to come into Court makes Default
of appearance here. Therefore it is considered by the Court
that said Benjamin do recover against the said Solomon Twenty pounds
eleven shillings & nine pence lawful money Damages & Costs £ 21 6 4
Exon^r if May 26. 1786

Jones
vs
Kent

Daniel Jones of the City and County of Hartford State of Connecticut, Trader & Dep^t is John Kent of Southwick in the County of Hampshire Gentleman Dep^t in a Plea &c as is of Record at the last Term. The Dep^t appears by Justice Ely Esq^r his Att^y and the Dep^t the three Times publicly called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that the said Daniel do recover against the said John Twenty eight pounds One shilling & six pence of Lawful Money Damages and Costs of Court taxed at £1.12.6 & there of &c
Exonerat May 29. 1786

Barnard
vs
Smith

Salah Barnard of Deerfield in the County of Hampshire shire Esq^r Dep^t is Warham Smith of Hadley in the same County Yeoman otherwise called Gentleman Dep^t in a Plea &c as is of Record at the last Term. The Dep^t appears by Sam^l Barnard Gent^l his Att^y and the Dep^t the three Times publicly called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that the said Salah do recover against the said Warham Fourteen pounds nine shillings & five pence of Lawful Money Damages and Costs of Court taxed at £2.4.0 & there of &c
Exonerat June 30. 1786

Phelps
vs
Loveland

Solomon Phelps Esq^r of Hebron in the County of Hartford and State of Connecticut Gent^l Dep^t is Jonathan Loveland of Montague in the County of Hampshire Yeoman Dep^t in a Plea &c as is of Record at the last Term. The Dep^t appears by Sam^l Barnard Gent^l his Att^y & the Dep^t the three Times publicly called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that said Solomon do recover against said Jonathan Four pounds & eight shillings of Lawful Money Damages and Costs of Court taxed at £2.0.6 & there of &c
Exonerat June 30. 1786

Smoad
vs
Proff

Samuel Smoad of Shelburne in the County of Hampshire shire Husbandman Dep^t is Samuel Proff of Deerfield in the same County Husbandman Dep^t in a Plea &c as is of Record at the last Term. The Parties appear & agree to a Continuance under the former Rule of the Court &c and it is considered by the Court that the said Parties accordingly have Day here in Court untill the last Tuesday of August next.

Benjamin Wells of Deerfield in the County of Hampshire Comen. v. Ephraim Marsh of Gorham & Elazer Marsh of Gorham both of Mountagen in the County aforesaid Debt in a Plea as is of Record at the last Term. The Plea appears by Samuel Barnard Gent. his Att. & prays Judgment. And it is considered by the Court that the said Benjamin do recover against the said Ephraim & Elazer Eight pounds nineteen shillings & five pence of lawful money Damages & Costs of which taxed at Two pounds nineteen shillings & five pence. Whereupon the said Ephraim & Elazer by Cale Strong Esq. their Att. appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with sureties as the Law directs for their prosecuting their said appeal with Effect as by said Recognizance on File does appear.

Wells
Marsh

Gad Smith of Whitely in the County of Hampshire Comen. v. John Rockwell of Gorham in the same County Comen. otherwise called Gent. Debt in a Plea as is of Record hitherto fore. The Plea appears by Samuel Barnard Gent. his Att. & the Debt the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the said Gad do recover against the said John Twenty six pounds two shillings & two pence of lawful money Damages & Costs of which taxed at £2.3.0 & there of &c.

Smith
Rockwell

Exon. if June 22. 1786

Jonathan Amory of Boston in the County of Suffolk Comen. v. Oliver Field of Deerfield in the County of Hampshire Comen. & Joseph Stebbins of the same County of Hampshire Debt in a Plea as is of Record hitherto fore. The Plea appears by Samuel Barnard Gent. his Att. and the said Oliver & Joseph the three Times publicly called to come into Court make Default of Appearance here. Wherefore it is considered by the Court that the said Jonathan do recover against the said Oliver and Joseph One hundred & twenty three pounds ten shillings and eleven pence of lawful money Damages & Costs of which taxed at £4.9.10 & there of &c.

Amory
Field

Exon. if June 30. 1786

Samuel Fish Merch. of Wilbraham in the County of Hampshire Comen. v. Gentleman Pleas. Edward Sowl of the same County of Hampshire Debt in a Plea as is of Record hitherto fore. The Plea appears by Henry Mearns Gent. his Att. & the Debt the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the said Samuel do recover against the said Edward Fourteen pounds three shillings & six pence of lawful money Damages & Costs of which taxed at £2.3.6 & there of &c.

Mearns
Sowl

Exon. if and May 24. 1786

Thring
up
Chapman

Thron Thring of Wilbraham in the County of Hampshire Gent^l vs
Wm^r Chapman of East Windsor in the County of Hartford
state of Connecticut Yearners Debt in a Plea of Covenant bro-
ken as is a Charge of Record hitherto. The Plea appears by
Pliny Mireck Gent^l his Att^l and the Debt by Moses Shiff
Esq^r his Att^l and agree to refer this Case to the Judgment of
a Determination of William Pincher Esq^r M^{rs} Luke Shiff
& Moses Church the Award of them or any two of them
to be final. To be returned into this Court Judgment to
be made up & execution issued accordingly
And the said Parties have Day here in Court untill the
last Tuesday of August next

Mireck
vs
Jones

Jonathan Mireck of Wilbraham in the County of Hampshire
Gentleman vs Joseph Jones of the same Wilbraham Gent^l Debt
in a Plea as is of Record at the last Term. The Plea appears by
Pliny Mireck Gent^l his Att^l and the Debt the three times pub-
licly called to come into Court makes Default of Appearance
here - Wherefore it is considered by the Court that the said
Jonathan do recover against the said Joseph Eight pounds
& six pence of lawful Money Damages & Costs of Court taxed
at £2.3s & there of &c. Exon^o 1st May 24. 1786

Patrick
vs
Ree

Thomas Patrick of Ware in the County of Hampshire Yeoman vs
Howard Ree of the same Ware Yeoman Debt in a Plea as is of
Record hitherto. The Plea appears by Pliny Mireck Gent^l his
Att^l & the Debt by Abner Morgan Esq^r his Att^l and they agree
to a Continuance of this Case - And thereupon it is con-
sidered by the Court that the said Parties have Day here in
Court untill the last Tuesday of August next

Clarke

vs
Hammum's Ad^r

Richard Clarke late of Boston in the County of Suff-
olk. now resident in London in the Kingdom of Great
Brittain Esq^r vs Rachel Hammum of Belcherstown
in the County of Hampshire Widow Administratrix
on the Estate of Aaron Hammum late of Belcherstown died
in said County Debt in a Plea as is of Record
hitherto. The Plea appears by Simon Strong Esq^r his Att^l
and the Debt by Caleb Strong Esq^r her Att^l and they agree
that this Case be continued to the next Term & that
Judgment be then final - And thereupon it is con-
sidered by the Court that the said Parties accordingly
have Day here in Court untill the last Tuesday of
August next

Dickinson

vs
Lawton & al

Nathaniel Dickinson of Amherst in the County of Hampshire from
Pl^{ty} vs Clark Lawton Yeoman & Moses Cook Esq^r Gent^l both of Amherst
aforesaid Debt in a Plea as is of Record hitherto. The Plea
appears and pray Judgment - And it is considered by the
Court that the said Nathaniel do recover against the said
Clark & Moses Twenty pounds three shillings & ten pence of
lawful money Damages & Costs of Suit taxed at £2.0s &
& there of &c. Exon^o 1st May 23. 1786

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James Kenner of Pelham in the County of Hampshire Yeoman
Plf vs Henry Cook of New Salem in the same County Defendant
Deft in a Plea as is of Record hitherto. The Plf appears
by Simon Strong Esq^r his Att^y and the Deft the three times
publicly called to come into Court makes Default of Appearance
here. Wherefore it is considered by the Court that
the said James do recover against the said Henry Six
pounds six shillings and seven pence of lawful money
Damages & Costs of which taxed at £2.1.9 & there of &c
Exonerat^d May 23^d 1786

Silens Wilde of Shutebury in the County of Hampshire Wilde
Yeoman Plf vs Samuel Kendall Yeoman of New Salem in the
same County Defendant Deft in a Plea as is of Record Kendall
hitherto. The Plf appears by Simon Strong Esq^r his Att^y
and the Deft the three times publicly called to come into Court
makes Default of Appearance here. Wherefore it is considered
by the Court that said Silens do recover against said
Samuel Thirteen pounds & ten shillings of lawful money
Damages & Costs of which taxed at £2.8.5 & there of &c
Exonerat^d June 22^d 1786

William Kitteridge of Amherst in the County of Hamp^{shire} Kitteridge
Shin Surgeon Plf vs Revul Keith late of Shutebury in the
same County Yeoman & Scot Keith of Easton in the same County
of Bristol Yeoman otherwise called Scotland Keith of
said Easton Defendant Deft in a Plea as is of Record
hitherto. The Plf appears by Simon Strong Esq^r his Att^y
and the Deft the three times publicly called to come into
Court make Default of Appearance here. Wherefore it
is considered by the Court that the said William do recover
against the said Revul & Scotland Thirty eight pounds
five shillings & seven pence of lawful money Damages
and Costs of which taxed at One pound nineteen shillings
and three pence & there of &c Exonerat^d May 23^d 1786

Josiah Dunsforth of Pittsfield in the County of Berk^{shire} Dunsforth
Shin Merchant Plf vs Roger Rose of Ashfield in the
County of Gloucester Deft in a Plea as is of Record here. Rose
vs Plf. The Plf appears by Thomas Sadgwick Esq^r his Att^y
and the Deft the three times publicly called to come into
Court makes Default of Appearance here. Wherefore
it is considered by the Court that the said Josiah do re-
cover against the said Roger Thirty seven pounds & four
teen shillings of lawful money Damages & Costs of which
taxed at Two pounds 15/10 & there of &c
Exonerat^d July 1st 1786

Ladoc Hubbard of Pittsfield in the County of Berkshire Yeoman Hubbard
Plf vs Samuel Buck of Worthington in the County of Kent^{shire} Deft
in a Plea as is of Record hitherto. The Plf appears & the Deft Buck
being three times called makes Default of Appearance in Court
Therefore it is considered by the Court that Ladoc do recover
against said Samuel Eight pounds three shillings & 11^d Money
Damages & Costs of which taxed at £2.13.10 &c Exonerat^d July 1st 1786

Carl
Rose } Isaac Sead of Williamstown in the County of Berkshire Gent^l Plff
vs. Roger Rose of Springfield in this County Gent^l Defth in a Plea as
is of Record the last Term. The Plff appears by Theodore Spink
Esq^r his Att^y and the Defth the three Times publicly called to come
into Court makes Default of Appearance here. Wherefore
it is considered by the Court that said Isaac do recover against
said Roger thirty eight pounds two shillings & five pence of
lawful Money Damages & Costs of Suit taxed at £ 3. 3. 4
Whereupon the said Roger by William Billings Esq^r his Att^y
appeals from the Judgment of this Court to the Supreme
Judicial Court to be holden at Springfield in & for the
County of Hampshire & he recognizes with sureties as the
Law directs for S^r Samuel prosecuting his said Appeal
with Effect as by said Recognizance on File appears.

Worthington Esq^r
Warner } John Worthington of Springfield in this County Esq^r Plff vs
Thomas Warner of Williamstown in this County Esq^r Defth
in a Plea &c, as is of Record heretofore. The Plff appears
by Caleb Strong Esq^r his Att^y & moves that the Case may be
again continued for Judgment & and it is considered
by the Court that the said Parties have Day here in Court
untill the last Tuesday of August next.

Idem
Shenk } John Worthington Esq^r of Springfield in this County Esq^r Plff
vs. Elijah Shenk of Granby in the same County Gent^l Defth
in a Plea &c, as is of Record heretofore. The Parties appear
by Counsel. And the Jurors heretofore chosen by the said
Parties, now bring into Court their Award, which being
read the Plff by Caleb Strong Esq^r his Att^y moves that the
same be not accepted &c, and it is considered by
the Court, that the said Award be remitted to the
said Jurors, who are further to hear the said Parties
and that the said Parties have Day here in Court untill
the last Tuesday of August next.

Idem
Cundenn } John Worthington of Springfield in this County Esq^r Plff
vs. Elijah Shenk of Granby in the same County Gent^l Defth in
a Plea &c as is of Record heretofore. The Plff appears by John
Hooker Gent^l his Att^y and the Defth the three Times publicly
called to come into Court makes Default of Appearance
here. Wherefore it is considered by the Court that the said
John do recover against the said Elijah One hundred
sixty six pounds Nine shillings & five pence of lawful
Money Damages & Costs of Suit taxed at £ 15. 6. 8 the 25th of
June 1786.

Thomas Williston of Springfield in the County Gent. Pleas. Caleb Hitchcock of Brookfield in the County of Worcester Yeoman Deft in a Plea as is of Record herefore - The Plea being now three Times called is in Norwich the Deft is defaulted & the Action is dismissed

Williston
Hitchcock

Phineas Bartlett of Ashfield in the County Physician Pleas. John King of the same Ashfield Cordwainer Deft in a Plea as is of Record herefore - The Parties appear by their respective Attys and agree to a Continuance - And it is considered by the Court that the said Parties have Day here in Court on the next Tuesday of August next

Bartlett
King

John Emmerson the sword of Conway in the County Yeoman Pleas. Samuel Field of the same Conway Yeoman Deft in a Plea as is of Record herefore - The Plea appears by William Billings Esq. his Att. and prays Judgment - Whereupon it is considered by the Court that said John do recover against said Samuel

Emmerson
Field

Damages and Costs of suit taxed at £ of lawful money & three pence

John Hinckley of Brimfield in the County Trader Pleas. David Cunningham of Cummington in the same County Yeoman Deft in a Plea - The Plea being three Times publicly called is in Norwich the Deft defaulted & the Action is dismissed

Hinckley
Cunningham

Samuel Hinckley of Brookfield in the County of Worcester Gent. Pleas. Samuel Buck of Worthington in the same County Gent. Deft in a Plea - The Plea being three Times called is in Norwich the Deft defaulted & the Action is dismissed

Hinckley
Buck

Levi Shepard of Northampton in the County Apothecary Pleas. Lewis Giguere late of Northampton a former Physician Deft in a Plea as is of Record herefore - The Plea appears & prays Judgment - And it is considered by the Court that the said Levi do recover against the said Lewis

Shepard
Giguere

fifteen pounds & thirteen shillings of lawful money Damages & Costs of suit taxed at £ 13.0 & three pence

William Phillips of Boston in the County of Suffolk Esq. Pleas. Jonathan Tillotson Yeoman & Jonathan Williston Jun. Yeoman both of Granville in the County of Hampshire Deft in a Plea as is of Record herefore - The Plea appears by Mr. Phillips Esq. his Att. and the Deft. the said Williston being called to come into Court make Default of appearance here - Whereupon it is considered by the Court that the said Phillips do recover against the said Jonathan & Jonathan Jun. One hundred & ten pounds & ten shillings of lawful money Damages and Costs of Court taxed at £ 11.6 & three pence

Phillips Esq.
Tillotson
Williston Jun.

Given in Court May 20th 1786

Swycher
Coney &

Henry Swycher of Western in the County of Worcester
Gent. Plaintiff Oliver Coney Gentleman & Joseph McKinnon
Joinder both of Ware in this County Deft. in a Plea
as is of Record here before - The Plt appears by Moses
Bliss Esq. his Att. and the Deft the three Times publicly
called to come into Court makes Default of Appearance
here Wherefore it is considered by the Court that the said
Henry do recover against the said Oliver & Joseph seven
pounds six shillings eight pence of lawful Money Damages &
Costs of Suit taxed at £2.7.8 & thereof
Given in May 25. 1786

King
Rebe's Exr

William King of Wilbraham in this County Gent. Plaintiff
Anne Rebe of Wilbraham Widow. Executrix of the last Will
& Testament of Ebenezer Rebe late of Wilbraham deceased
& in said Capacity Deft. in a Plea as is of Record here
before - The Parties appear by their respective Att. & on the
Motion of the Deft. it is considered by the Court that they
have Day here in Court until the last Tuesday of Aug
next

Terry
Thingsbury

Nathaniel Terry of Groton in the County of Hartford
& State of Connecticut Gent. Plaintiff Daniel Shingbury of
Groton in the County of Berkshire Gent. Deft. in
a Plea as is of Record here before - The Plt appears
by Moses Bliss Esq. his Att. and the Deft the three Times
publicly called to come into Court makes Default of
Appearance here - Wherefore it is considered by the
Court that N. Nathaniel do recover against D. Daniel
Twenty four pounds nine shillings & six pence of
lawful Money Damages & Costs of Suit taxed at £2.6.6
& thereof
Given in May 25. 1786

Smith
Haynes

Richard Smith late of Boston in the County of Suffolk
Plt. Plaintiff Thimbas Haynes of Braintree in
the County of Hampshire Joinder Deft. in a Plea as
is of Record here before - The Plt appears by Moses Bliss Esq.
his Att. and the Deft the three Times publicly called to come
into Court makes Default of Appearance here - Wherefore it
is considered by the Court that the said Richard do recover
against the said Thimbas Eleven pounds seven shillings &
nine pence of lawful Money Damages & Costs of Suit
taxed at £4.15.0 & thereof
Given in May 25. 1786

Thing
Chapin

Thomas Thing of Wilbraham in this County Gent. Plaintiff
Abner Chapin of Wilbraham Joinder Deft. in a Plea
as is of Record here before - The Plt appears by M.
Bliss Esq. his Att. & the Deft the three Times called to come
into Court makes Default of Appearance here - Wherefore it
is considered by the Court that the said Thomas do
recover against A. Abner Ten pounds of lawful Money Dam-
ages & Costs of Suit taxed at £2.4.2 & thereof
Given in June 27. 1786

Jeremiah Chapin of Granby in this County Gent^l vs Joseph Brooks of Ludlow in this County Yeoman Debt in a Phase as is of Record hitherto. The Def^t appears by M^r Bliff Esq^r his Att^y & the Chapin Def^t being three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the said Jeremiah do recover against the said Joseph Eleven pounds 3/9 of lawful Money Damages & Costs of Court taxed at £1.19.6 & thereof. Ex^{te} May 25. 1786 125

Daniel Bliff of the City & County of St Edmunds Province of New Brunswick Esq^r vs Aaron Baran of Chester in this County Clerk Debt in a Phase as is of Record hitherto. The Def^t appears by M^r Bliff Esq^r his Att^y & the Def^t the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Daniel do recover against the said Aaron Forty five pounds eight shillings & four pence of lawful Money Damages & Costs of Suit taxed at £4.8.10 & thereof & Ex^{te} May 25. 1786

Jonathan Brown of Somers in this County Yeoman vs Peter Brown of Long Meadow in this County Yeoman Debt in a Phase as is of Record the last Term. The Parties appear in Court & agree to a continuance, and it is considered by the Court that they have Day here in Court untill the last Tuesday of August next.

Commonwealth of Massachusetts vs David Fowler Jun^r of Southwicks in this County Yeoman Debt in a Phase as is of Record at the last Term. And now Caleb Strong Esq^r appears on behalf of the Commonwealth & the said David the three Times publicly called to come into Court makes Default of Appearance here. Whereupon it is considered by the Court that Execution do issue in behalf of the Commonwealth against the said David for Fifty pounds of lawful Money, being the Forfeiture of the Recognizance described in the original Writ of Sum^o facias, and also for Costs of Court taxed at £1.17.10 Ex^{te} May 15. 1787

Commonwealth of Massachusetts vs David Fowler Jun^r of Southwicks in this County Yeoman Debt in a Phase as is of Record the last Term. Caleb Strong Esq^r appears on behalf of the Commonwealth, and the said David the three Times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that Execution do issue in behalf of the Commonwealth against said David for Fifty pounds of lawful Money being the Forfeiture of his Recognizance &c. and also for Costs of Court taxed at £1.17.10 Ex^{te} May 15. 1787

Commonwealth
vs
Abner Fowler

Commonwealth of Massachusetts vs Abner Fowler of Southwick in this County Genl^l Dfth in a Plea as is of Record at the last Term. Caleb Strong Esq^r appears on behalf of the Commonwealth and the said Abner being three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered that Esq^r do sue on behalf of the Commonwealth against the said Abner for Fifty pounds of lawful Money being the Forfeiture of his Recognizance & also for Costs of Court taxed at £ 1^l 17^s 10^d Exp^{ts} of May 15. 1787

Idem
vs
Cundenn

Commonwealth of Massachusetts vs Abner Fowler of Southwick in this County Genl^l Dfth in a Plea as is of Record hitherto. Caleb Strong Esq^r appears on behalf of the Commonwealth and the said Abner the three Times called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that Esq^r do sue against the said Abner for Fifty pounds of lawful Money being the Forfeiture of his Recognizance and also for Costs of Court taxed at £ 1^l 17^s 10^d Exp^{ts} of May 15. 1787

Chandler vs
Oleiver

John Chandler late of Worcester in the County of Worcester Esq^r vs Robert Oleiver of Chester in this County Esq^r Dfth in a Plea of Ejectment as is of Record hitherto. The Plea appears by C Strong Esq^r his Att^y and the Dfth the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said John do recover against said Oleiver Judgment for his Seizin & Possession of the Land & find per. Unless the said Oleiver shall within two Months pay to said John Twenty six pounds five Shillings & three pence of lawful Money & Costs of Court taxed at £ 4^l 15^s 6^d Writ of Faci^l hab Dfth^l of May 15. 1787

Idem
vs
Williams

John Chandler late of Worcester in the County of Worcester Esq^r vs Isaac Williams late of Murrayfield in this County Genman, otherwise called Isaac Williams of Norwich in this County Genman Dfth in a Plea of Ejectment as is of Record hitherto. The Plea appears by Caleb Strong Esq^r his Att^y and the Dfth the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said John do recover against said Isaac Judgment for his Seizin & Possession of the Land & find per. unless the said Isaac shall within two months pay the said John One hundred & fifty three pounds four Shillings & three pence of lawful Money & the Costs of Court taxed at £ 4^l 15^s 8^d Writ of Faci^l hab Dfth^l of May 15. 1787

William Hylop of Brooklyn in the County of Suffolk Esq^r 126
v. John Vibber of Buckland in this County Gent^l Debt in a Plea
as is of Record the last Term - The Plea appears by C. Gray Esq^r Deft^r Hylop &
by Mr Hooker Gent^l and agree that this Case be further continued Vibber
for Judgment - And it is considered by the Court that they have
Day here in Court untill the last Tuesday of August next

William Hylop of Brooklyn in the County of Suffolk Esq^r Idem
v. Jonah Cook late of Buckland in this County Yeoman
Deft^r in a Plea - as is of Record the last Term - The Parties Cook
appear by their Att^{ys} and agree that this Case be further con-
tinued for Judgment - And it is considered by the
Court that they have Day here in Court untill the last
Tuesday of August next

William Hylop of Brooklyn in the County of Suffolk Idem
Esq^r v. Anthony Jones late of Buckland in this County
Yeoman Deft^r in a Plea - as is of Record of last Term Jones
The Parties appear by their Att^{ys} & agree that this Case be
further continued for Judgment - And it is consider-
ed by the Court that they have Day here in Court untill
the last Tuesday of August next

Samuel Mather of Westfield Esq^r Bishop Mather & Trino: Mather Ex^r
the Mather Yeomen both of Northampton, all in this County Newtore
Executors of the last Will & Testament of Samuel Mather
late of Northampton aforesaid Esq^r Deced. v. Capacity
Deft^r v. Elizabeth Newton of Hadley in this County Widow
in a Plea as is of Record the last Term
The Plea being three Times called are Nonsumit, the Deft^r
defaulted and the Action is dismissed

Joseph Narramore of Goshen in this County Yeoman Narramore
v. Benjamin Tower of Plainfield in the same County
Husbandman Deft^r - The Plea appears by C. Gray Esq^r his Tower
Att^y, and the Deft^r comes in his own Person & brings
in Jonas Palmer for whom he was Bail - And the
Court are pleased to order the said Jonas to be taken into
the Custody of the Sheriff &c - After all which &c by
this same Term the said Joseph being three Times called
is Nonsumit, the Deft^r defaulted & the Action is dismissed

Roland Parks of Westfield in the County of Hampshire Parks
Gent^l v. William Lymann of Northampton in the same
County Gent^l Deft^r in a Plea as is of Record heretofore Lymann
The Plea appears by C. Gray Esq^r his Att^y & the Deft^r being three
Times called makes Default of Appearance here - Whereupon
it is considered by the Court that said Roland do recover against
said William £28. 4. 8 lawful Money Damages & Costs of Court
taxed at £1. 13. 9 & there of &c - Ex^{ist} May 26. 1786

Strong, Ex^r } Phoebe Strong Widow & Caleb Strong Esq^r both of Northampton in this
County Ex^rs of the last Will & Testament of Caleb Strong Esq^r of Northampton
Newton } Gent^l de and: Plffs vs Elizabeth Weston of Hadley Widow &c Deft
The Plffs being three Times called to come into Court are
Nonsum^t the Deft defaulted & the Action is dismissed

Shaw } Jonathan Shaw Jun^r of a Tract of Land called near
Inhab^{ts} of Cunn^g } raysfield Equivalent in the County of York Deft vs.
Inhab^{ts} of Cunn^g } the Inhabitants of Cunningston in the same County
Deft - The Plff appears by Caleb Strong Esq^r his Att^y
and the Deft the three Times publicly called to come into
Court make Default of Appearance here - Wherefore
it is considered by the Court that said Jonathan do
recover against said Inhabitants of Cunningston
Ten pounds of lawful money Damages & Costs of Suit
taxed at Two pounds & twelve shillings & three p^{ts} &c
Ex^ron if May 26. 1786

Willard } Josiah Willard of Winchester in the County of Cheshire &
Converse } State of New Hampshire Esq^r Plff vs Samuel Davis Coward
of Windsor in the County of Berkshire Husbandman
Deft in a Plea as is of Record hitherto - The Plff
appears & pray Judgment - And it is considered by
the Court that said Josiah do recover against said
Samuel Davis Twenty four pounds of lawful money
Damages & Costs of Court taxed at £ 4. 13. 8 & three p^{ts} &c
Ex^ron if May 26. 1786

Bates } Samuel Bates of Cheshire in the County of Hartford
Phelps } State of Connecticut Gent^l Plff vs Job Phelps of Southam
pton in this County Yeoman Deft in a Plea as is
of Record hitherto - The Plff being three Times called is
Nonsum^t the Deft defaulted & the Action is dismissed

Green } Mary Green of Rowe in this County Widow Plff vs
Coon } Daniel Coon of Rowe Husbandman Deft in a Plea
as is of Record hitherto The Plff being now called is
Nonsum^t the Deft defaulted & the Action is dismissed

Rogers } Moses Rogers of Rowe in this County Husbandman
Coon } Plff vs Daniel Coon of Rowe Husbandman Deft in a
Plea as is of Record hitherto - The Plff being three Times
called is Nonsum^t & Deft defaulted & the Action is dismissed

Thompson } Benjamin Thompson of Ware in this County Yeoman Plff
Blackmer } vs Peter Blackmer of Greenfield in this County Yeoman Deft
in a Plea as is of Record hitherto
The Plff being three Times called is Nonsum^t the Deft
defaulted & this Action is dismissed

John Wheeler of Wall in this County Yeoman Plaintiff Samuel
Tenton of Greenwich in this County Yeoman the more called
Gentleman Debt in a Plea as of Record heretofore ~ The
Plf appears by Dwigth Forbes Esq^r his Att^y and prays Judgment
and it is considered by the Court that said John do recover
against said Samuel six pounds & six shillings of lawful
Money Damages & Costs of Suit taxed at £2.2.4 & thereof &c
Ex^off May 23. 1786

Joseph Church of Amherst in this County Yeoman Plf
v Samuel Belthwood of the same Amherst Yeoman Debt Church
in a Plea as is of Record heretofore ~ The Plf being three
Times called is nonwith the Debt defaulted & the Lib^{ty} is dismissed
Belthwood

Daniel Priders of Conway in this County Yeoman Plf v
Samuel Worthington of Chelburne in this County Yeoman Debt
in a Plea as of Record heretofore ~ The Plf appears by Wm Worthington
Esq^r his Att^y and the Debt the three Times pub
licly called to come into Court makes Default of
appearance here ~ Wherefore it is considered by the
Court that said Daniel do recover against said Sam
uel sixteen pounds eight shillings & two pence of lawful
Money Damages & Costs of Court taxed at £2.10.3
& thereof &c
Ex^off June 23. 1786

William M^r Tall of Pelham in this County Yeoman & M^r Tall &c
Elizabeth his Wife Plf v Hugh Smith of Pelham
Yeoman Debt in a Plea as of Record heretofore ~ Smith
The Plf appears by J^r C^t Williams Esq^r his Att^y, and this
can being continued to this Term for Judgment, and
no Judgment being now enter'd up, this Case is
therefore by a Rule of this Court further continued
to the next Term the last Tuesday of August next ~

Aaron Alvord of Amherst in this County Yeoman Plf v
Blazer Smith of Amherst the Landman Debt in a
Plea as is of Record heretofore ~ The Plf appears by
John Williams Esq^r his Att^y and the Debt the three Times
publicly called to come into Court makes Default
of appearance here ~ Wherefore it is considered by the
Court that said Aaron do recover against Blazer
Thirty one pounds twelve shillings & two pence of lawful
Money Damages & Costs of Court taxed at £1.17.3 &
thereof &c
Ex^off June 5. 1786

Samuel Belding of Hatfield in this County Yeoman Plf Belding
v Isaiah Washburn of Ashfield in this County Yeoman, Agent
Trustee of Uriah Goodwin of Ashfield Yeoman & agent & Goodwin Ag^t
absconding Debt in a Plea as is of Record heretofore
The Plf appears by J^r C^t Williams Esq^r his Att^y, and the said
Uriah being three Times publicly called to come into Court
makes Default of appearance here ~ Wherefore it is considered
in the Court that said Samuel do recover against Isaiah Twenty
pounds ~ ~ ~ lawful Money Damages & Costs of Suit taxed at
and thereof &c

Clark
21
Harkness

Silas Clark of Simsbury in the County of Providence and
State of Rhode Island Plaintiff vs John Harkness & Son
of Uxbridge in this County Defendant in a Plea as is of
Record heretofore. The Plea appears by C. Strong Esq. his Att. and
the Def. by C. Strong Esq. his Att. and they agree that the Case
be continued to the next Term & that Judgment be there
passed. And thereupon it is considered by the Court that
the said Parties have Day here in Court until the last
Tuesday of August next.

Bigelow
vs
Fowler

John Bigelow of Southwick in this County Plaintiff vs
Abner Fowler of Southwick Defendant in a Plea as
is of Record heretofore. The Plea appears by J. and Phelps Gent.
his Att. & the Def. by Sam^r Fowler Gent. his Att. and they
agree to refer this Case with all Demands submitting between
them to the Judgment Award & Determination of
Justices Ely Esq. & Joseph Townsend & Abel Whitman the
Amount of their or any two of them to be paid & returned
into this Court Judgment to be made up & Execution
issued according to. And it is considered by the Court
that this Agreement be a Rule of this Court and the said
Parties have Day here in Court until the last Tuesday
of August next.

Fowler
vs
Wolcott

Silas Fowler of Westfield in this County Gent. Plaintiff vs
Alexander Wolcott of Springfield in this County Gent. Def.
in a Plea as is of Record heretofore. The Plea being three
Times called is Nonvult the Def. defaulted & the Return
is dismissed.

Dwight
vs
Chapin

Jonathan Dwight of Springfield in this County Plaintiff
vs Elijah Chapin of Belcherstown in this
County Defendant in a Plea as is of Record at
the last Term. The Plea appears by M. Bliff Esq. his Att.
and the Def. the three Times publicly called to come
into Court makes Default of Appearance here. —
Wherefore it is considered by the Court that the said
Jonathan do recover against S^r Elijah Twenty five
pounds twelve shillings & eight pence of lawful Money
Damages & Costs of Court taxed at £ 20 10 & three of
Ex^r 25th May 1786.

Bliff
vs
Noble

Moses Bliff of Springfield in this County Esq. Plaintiff vs
Stephen Noble of Westfield in this County Defendant in a
Plea as is of Record heretofore. The Plea
appears in his own Person & the Def. the three Times
called to come into Court makes Default of Appearance
here. Wherefore it is considered by the Court that said
Moses do recover against S^r Stephen Seventeen pounds
thirteen shillings & six pence of lawful Money Damages
& Costs of Court taxed at £ 17 6 & three of
Ex^r 25th May 1786.

Charles Collier of Springfield in this County Gent^l P^lffs.
Elijah Day of West Springfield in this County Gent^l Def^r in a
Phase as is of Record at the last Term - The P^lff appears
by M^r Bliss to his Att^y and the Def^r the three Times publicly
called to come into Court makes Default of Appearance
here - Wherefore it is considered by the Court that said
Charles do recover against said Elijah One hundred &
two pounds & four pence of lawful Money Debt, the
same being the Chantry of the Bond declared on to the
Amount of the Award thereon & interest, and also
Costs of Court taxed at £ 2.0.10 & there of &c -
Ex^o n^o of May 25. 1786

Collier
vs
Day

Jonathan Ashley of Pelham Esq^r & Elisha Ashley of Deer
field Physicians both in this County Executors of the last Will
& Testament of Jonathan Ashley late of Deerfield Clerk died
in said Capacity P^lffs as the Inhabitants of this said Town
of Deerfield Def^r in a Phase as is of Record heretofore
The P^lffs appear by G^r Strong Esq^r their Att^y and the Def^r the
three Times publicly called to come into Court make De-
fault of Appearance here - Wherefore it is considered
by the Court that said Jonathan & Elisha do recover against
the said Inhabitants of the Town of Deerfield Three hun-
dred & seventy seven pounds seven shillings & ten pence
one parting of lawful Money Damages & Costs of Court
taxed at £ 2.17.0 & there of &c - Ex^o n^o of July 27. 1786

Ashley &
vs
Deerfield

David Billings Gent^l & Silas Billings Gent^l both of
Hatfield in this County P^lffs vs Stephen Smith of
Plainfield in this County Husbandman Def^r in a
Phase as is of Record heretofore - The P^lffs appear &
pray Judgment - And thereupon it is considered by
the Court that said David & Silas do recover against
said Stephen, Judgment for their Tizin & Possession
of the parcel of Land sued for & also for Costs of
Court taxed at £ 2.4.0 & there of &c -

Billings &
vs
Smith

Writ of Habeas Corpus of May 26. 1786

Henry Dwight of Belchertown Gent^l & Simon Dwight
of Westover in the County of Worcester Common Administra-
tors on the Estate of Simon Dwight late of Westover Esq^r &c
deceased in said Capacity P^lffs vs Solomon Toddland
of Northampton in this County Esq^r Def^r in a Phase as
is of Record at the last Term - The P^lffs appear by
G^r Strong Esq^r their Att^y and the Def^r the three Times
publicly called to come into Court makes Default of
Appearance here - Wherefore it is considered by the
Court that said Henry & Simon do recover against
said Solomon Seventeen pounds & four shillings of
lawful Money Damages & Costs of Court taxed at
£ 2.8.0 & there of &c - Ex^o n^o of May 4. 1787

Dwight &
vs
Toddland

Dickinson } Benjamin Dickinson of Hatfield in this County Gent^l Pleff^r
v } Benjamin Tupper of Chesterfield in this County Def^t in
Tupper a Plea &c as is of Record at the last Term ~ The Pleff^r appears
by C. Strong Esq^r his Att^y & the Def^t by S. Strong Esq^r his
Att^y & move that this Case may be continued & and
thereupon it is considered by the Court that the said Parties
have Day here in Court untill the last Tuesday of August
next

Grant } Ebenezer Grant of East Windsor in the County of Hartford
v } Luther Granger of
Granger a late of Connecticut Gent^l Pleff^r Luther Granger of
Grandy in this County Plaintiff Def^t in a Plea &c as is
of Record at the last Term ~ The Pleff^r appears by C. Strong Esq^r
his Att^y and the Def^t the three Times publicly called to come
into Court makes Default of Appearance here ~ Where-
fore it is considered by the Court that said Ebenezer do
recover against said Luther Twelve pounds & twelve
shillings of lawful Money Damages & Costs of Suit
taxed at £2.0.8 & thereupon Ex^o of July 12th 1786.

Symon } Isaac Symon of Belchertown in this County Gent^l Pleff^r
v } John Porter of East Hartford in the County of Hartford
Porter a late of Connecticut Trader Def^t in a Plea &c as
is of Record hitherto ~ The Pleff^r being three Times called
to come into Court is Nonsum^t. The Def^t defaulted
& this Action is dismissed.

Morton } Elijah Morton of Hatfield in this County Gent^l Pleff^r
v } Jeremiah Ballard of New Salem in this County
Ballard Gent^l Def^t in a Plea &c as is of Record hitherto ~
The Pleff^r appears by C. Strong Esq^r his Att^y and the Def^t
being three Times publicly called to come into Court
makes Default of Appearance here ~ Wherefore it is
considered by the Court that said Elijah do recover against
said Jeremiah Eight pounds, four shillings of
lawful Money Damages & Costs of Court taxed at
£2.4.6 & thereupon Ex^o of May 26th 1786.

Partridge } Samuel Partridge of Hatfield in this County Gent^l
v } Joseph Alexander of Hadley in this County Gent^l
Alexander Def^t in a Plea &c as is of Record hitherto ~ The Pleff^r
being three Times called is Nonsum^t. The Def^t defaulted
and the Action is dismissed.

Ross } Samuel Ross of Deerfield in this County Husbandman Pleff^r
v } Samuel Incead late of Deerfield a free Husbandman Def^t
Incead in a Plea &c as is of Record hitherto ~ The Parties appear
agree to a Continuance under the Rule enterd into the last Term
Thereupon it is considered by the Court that the said Parties
have Day here in Court untill the last Tuesday of August
next

Joseph Stevens of Peterham in the County of Worcester Gent.
Plff. vs. ~~Abraham~~ Spooner of Charlemont in this County Widow &
Administratrix on the Estate of Mary Ann Spooner late of said
Charlemont deceased & in said County Deft in a Plea as is
of Record hitherto. The Plf appears by C Strong Esq^r & the Deft
by M Blp Esq^r her Att^y and they agree that this Case be contin-
ued. And thereupon it is considered by the Court that the
said Parties have Day here in Court untill the last Tuesday
of August next.

Stephens
Spooner

Rufus Smith of Hatfield in this County Yeoman Plff. vs.
Isa Rogers of West Springfield in this County Yeoman and
Sociable Bitham last of Haverhill in the County of
Litchfield & State of Connecticut Defendant Deft in a Plea
as is of Record hitherto. The Plf appears by C Strong Esq^r
his Att^y and the said Isa one of the aforesaid Deft & who
only had been summoned, being now three Times pub-
licly called to come into Court makes Default of appear-
ance here. Wherefore it is considered by the Court
that said Rufus do recover against said Isa the thirty
seven pounds fourteen shillings & seven pence of lawful
Money Damages & Costs of Court taxed at £ 1. 17. 10.
and there of &c. Ex. i^o i^o May 26. 1780

Smith
vs
Rogers & al

Benjamin Stool late of the City County & State of New-
York Juniper Plff. vs. Phineas Synner of Hadley
in this County Gent.ⁿ Deft in a Plea as is of Record
hitherto. The Plf appears by Caleb Strong Esq^r his Att^y &
the Deft by J. C. Williams Esq^r his Att^y and they agree that
this Case be continued to the next Term. Judgment then
to be final. And thereupon it is considered by
the Court that the said Parties have Day here in Court
untill the last Tuesday of August next.

Stool
vs
Synner

Ebenezer Sweetland of Cambridge in the County of
Albany & State of New York Yeoman Plff. vs. Nathan
Goodale late of Brookfield in the County of Worcester Esq^r
Deft in a Plea as is of Record hitherto. The Plf
appears by C Strong Esq^r his Att^y & the Deft by A. B. W.
Morgan Esq^r his Att^y and they agree to a continuance
and it is considered by the Court that they have Day
here in Court untill the last Tuesday of August
next.

Sweetland
vs
Goodale

Phuggles Woodbridge of South Hadley in this County Esq^r
Plff. vs. Israel Synner of Hadley in this County Yeoman
Deft in a Plea as is of Record hitherto. The Plf appears
by C Strong Esq^r his Att^y & the Deft being three Times publicly called
to come into Court makes Default of appearance here
Wherefore it is considered by the Court that Phuggles do recover
against said Israel fourteen pounds nineteen shillings & 3
pence & Costs of Court taxed at £ 1. 16. 6 & there of &c.
Ex. i^o i^o May 22. 1780

Woodbridge
vs
Synner

Burk
as
Porter Es.

Gideon Burk of Long Meadow in this County Gent. Pleas
vs. Elisha Porter of Hadley in this County Esq. as Sheriff of
the same County Deft. in a Plea as is of Record here
to fore ~ The Plea appears by all P^{ts} Esq. & prays Judgment
And it is considered by the Court that Gideon do re
cover against said Elisha Fourteen pounds three shil
lings & nine pence of lawful Money Damages & Costs
of which taxed at £ 1^l 8^s 0 & thereof & ~
Exon. p^o May 25. 1786 ~

Heubral
" Loomis

John Burk & Elijah Houghs both of Southwick in this
County Gentmen Pleas vs. Enos Loomis of the same South
wick Yeoman Deft. in a Plea as is of Record here
to fore ~ The Plea appears by Edward Walker Esq. their
Att. and the Deft. the three Times publicly called to
come into Court makes Default of Appearance here
Wherefore it is considered by the Court that John and
Elijah do recover against said Enos Four pounds five
shillings & eleven pence of lawful Money Dama
ges and Costs of which taxed at £ 2^l 6^s 0 & thereof & ~
Exon. p^o May 23. 1786

Wood
" Leonard

Chayer Wood of Worthington in this County Yeoman
Pleas vs. Nathan Leonard of the same Worthington Gent. Deft.
in a Plea as is of Record here to fore ~ The Plea appears
by Edm^o Strong Esq. his Att. and the Deft. by Ed. Walker Esq.
his Att. and agree to a continuance of this Cause and
it is considered by the Court that said Parties have
Day here in Court untill the last Tuesday of August
next

Strong Es
" Miller

Caleb Strong of Northampton in this County Esq. Pleas
vs. Alexander Miller of Worthington in the same County
Gent. Deft. in a Plea as is of Record here to fore ~ The
Plea appears in his own Person and the Deft. the three
Times publicly called to come into Court makes Def
ault of Appearance here ~ Wherefore it is consid
ered by the Court that said Caleb do recover against
said Alexander Twenty two pounds fourteen shillings
& eight pence of lawful money Damages & Costs of which
taxed at £ 1^l 16^s 4 & thereof ~ Ex. p^o May 26. 1786 ~

Barnard
" Pukehal

Salah Barnard of Dursfield in this County Esq. Pleas vs. Daniel Pukehal
of Greenfield in the same County Yeoman & Samuel Doane of
the same Greenfield Yeoman Deft. in a Plea as is of Record
here to fore ~ The Plea appears by Samuel Barnard Gent. his Att.
& the said Daniel & Samuel the three Times publicly called to
come into Court make Default of Appearance here ~ Where
fore it is considered by the Court that said Salah do recover
against said Daniel & Samuel Twenty three pounds & two
shillings of lawful money Damages & Costs of which taxed at
£ 2^l 13^s 4 & thereof & ~ Exon. p^o June 30. 1786 ~

Daniel Inmead of Greenfield in this County Yeoman Plf v
Joshua Newell of Colbran in this County Yeoman Defdn
as is of Record hitherto fore ~ The Plf appears by Saml Barnard
Gent^l his Att^y and the Def^t the three times called to come into
Court makes Default of appearance here ~ Wherefore it
is considered by the Court that said Daniel do recover aga
inst said Joshua Twelve pounds one shilling & two pence of
lawful money Damages & Costs of suit taxed at £2 2s 8
& thereof ~
Ex^{te} if June 30. 1786 ~

Inmead
Newell

Samuel Hinsdale of Greenfield in this County Yeoman
Plf v David Field of Conway in this County Yeoman Def^t
as is of Record hitherto fore ~ The Plf appears by
Samuel Barnard Gent^l his Att^y and the Def^t the three times
publicly called to come into Court makes Default of a p
pearance here ~ Wherefore it is considered by the
Court that said Samuel do recover against said
David Forty five pounds & twelve shillings of lawful
Money Damages & Costs of suit taxed at Two
pounds & eleven shillings & thereof ~
Ex^{te} if June 30. 1786 ~

Hinsdale
Field

Elijah Williams of Halifax in the Province of Nova Scotia
Gent^l v John Ramsay of Melburne in this County Yeoman
Administrator on Estate of Samuel Poole late of said
Melburne deceased &c in said Capacity Def^t in a Plea
as is of Record hitherto fore ~ The Plf appears by Saml Barnard
Gent^l his Att^y and the Def^t by M^r Bliff Esq^r his Att^y &
they agree that this can be continued to the next Term
and that Judgment be then final if there shall be no
Trial ~ And thereupon it is considered by the Court
that said Parties have Day here in Court untill the
next Tuesday of August next

Williams
Ramsay Adm^r

Jeduthun Baldwin of Brookfield in the County of Worcester
Esq^r Plf v George Bridge late of Mutesbury in this County Yeoman
Joseph Bridge late of Pelham in this County Yeoman Def^t
in a Plea as is of Record hitherto fore ~ The Plf being three times
called to come into Court is Nonuit & the Def^t defaulted &
the Action is dismissed

Baldwin Esq^r
Bridge & al

Benjamin Edwards Esq^r of Northampton in this County
Yeoman Plf v Zabulon Rose late of New Windsor in this County
Yeoman & Sarah Fairman late of Norwich Yeoman Def^t
in a Plea as is of Record hitherto fore ~ The Plf appears by
Samuel Thingley Gent^l his Att^y & said Zabulon & Sarah
being three times publicly called to come into Court make
Default of appearance here ~ Wherefore it is considered
by the Court that said Benjamin do recover against said
Zabulon & Sarah Eight pounds three shillings & two pence
of lawful money Damages & Costs of suit taxed at
£2 10s & thereof ~
Ex^{te} if May 29. 1786 ~

Edwards
Rose & al

Buck } Samuel Buck of Worthington in this County Gentleman
Miller } Defendant
vs. Alexander Miller of Worthington Gentleman Defendant
as is of Record before the Court being three times
called to come into Court in November the Defendant
and the Action is dismissed

Fowler } Abner Fowler of Southwick in this County Yeoman Plaintiff
Bigelow } vs. John Bigelow of the same Southwick Yeoman Defendant
as is of Record before the Court. The Parties ap-
pear by their Att^y and agree to refer this Case with
all Demands subsisting between them to the Judge:
Judgment Award & Determination of Justice Ely Esq^r
St Joseph Forward or Williel Whitney, the Award of
them or any two of them to be final, to be returned
into this Court Judgment to be made up & Execo-
issued accordingly - And it is considered by the
Court that the same be entered as a Rule of this Court
& that the said Parties have Day here in Court untill
the last Tuesday of August next

Shellogg } Giles Brouck Shellogg of Hadley in this County Physician
Smith } vs. Mr. William Smith of New Salem in this County
Esq^r Defendant
as is of Record before the Court -
The Plaintiff appears by Mr. Williams Esq^r his Att^y and the
Defendant three times publicly called to come into Court
makes Default of appearance here - Wherefore it is
considered by the Court that said Giles do recover against
said William Eight pounds fourteen shillings & eight
pence of lawful money Damages & Costs of Suit
taxed at £18.10.0 & thereupon Ex^{ce} of Jan 13. 1786

Entries
May Term
1786

Good
thing
of 1.

Simon Hood of Hadley in this County Yeoman Plaintiff
vs. Asaph King of Wilbraham in the same County Yeoman
Defendant
as is of Record before the Court for that said Asaph said
Wilbraham on the first day of December last had one
horrid mare four years old of Simon's worth Eight
pounds found at Wilbraham aforesaid with Fob and
Arms took & carried away contrary to Law against
the Peace & to the Damage of said Simon Ten Shillings -
The Parties appear & agree to refer this Case to the Award of
Samuel Mather, Huggles Woodbridge & Small Chapin Esq^r
the Award of them or any two of them to be final, to be returned
into this Court Judgment to be made up & Execo-
issued accordingly - And it is considered by the Court that said
Parties have Day here in Court untill the last Tuesday of
August next

Benjamin Prider of Roxbury in the County of Suffolk
 Husbandman Plf. vs. Samuel Fenton & Jonathan Train
 both of Greenwich in this County Yeomen Defts in a Plea
 of the Case for that said Samuel & Jonathan at Springfield
 aforesaid on the 17th day of April Anno Domini 1785
 by their Note for Value received promised the Plf to pay
 him or Order Ten pounds lawful Money in Six Year
 from the Date of said Note. Yet said Samuel & Jonathan
 tho requested have never paid the same but neglect
 it to the Damage of said Benjamin fifteen pounds
 The Plf appears by Dwight Foster Esq^r and the Defts the
 three Times publicly called to come into Court make De-
 fault of appearance here - Wherefore it is consider-
 ed by the Court that said Benjamin do recover
 against said Samuel & Jonathan Ten pounds and
 thirteen shillings of lawful Money Damages & Costs
 of Court taxed at £ 2.15.6 & there of &c.

Prider
 " Fenton & Train
 2-

Exon. p^a May 23rd 1786

Benjamin Billings of Melbourn in this County Yeoman Plf. vs.
 Peter Ball of Waltham in the County of Middlesex Gentleman & Deputy
 Sheriff under Loanwin Baldwin Esq^r Sheriff of the County of Middle-
 sex Deft in a Plea of the Case for the Case. In that whereas said Benja-
 min by the consideration of our Justices of our Court of Common
 Pleas holden at Northampton withins for our said County
 of Hampshire on the Tush Tuesday of August Anno Domini 1784
 recovered against one George Treachman of Newbourn in said
 County of Middlesex Trader the Sum of Five pounds one shil-
 ling and nine pence lawful Money Damages & three pounds
 thirteen shillings of like Money Costs of Suit, and after-
 wards on the fourteenth day of September in the same Year
 1784 at Northampton aforesaid the said Benjamin served
 out of the Clerks Office of the same Court a Writ of Execution
 on the same Judgment of the Court & Tenor prescribed by Law
 & directed to the Sheriff of said County of Middlesex or
 his Deputy returnable to the next Court of Common Pleas
 holden at Springfield in & for said County of Hampshire
 on the second Tuesday of November then next; and after-
 wards on the same 14th day of September at Waltham Viz^t
 at Northampton the said Benjamin delivered the said
 Writ of Execution to said Peter then & ever since a Deputy Sher-
 iff under Loanwin Baldwin Esq^r Sheriff of said County of
 Middlesex to be by him the said Peter duly served & exe-
 cuted according to Law & the precept in the same
 Writ contained - and said Peter then & there received the
 said Writ of said Benjamin & promised said Benjamin to
 execute the same & make Return thereof & to pay & satisfy
 the aforesaid Sum with One shilling & four pence more for
 said Writ of Execution to him & Benjamin as soon as he
 Peter should have executed the same - The Plf avers
 that afterwards Viz^t on the ninth day of November 1784 the
 said Peter collected & received from said George Treachman the several
 Sums aforesaid, amounting in the whole to Nine pounds
 two shillings & one penny lawful Money & made Return
 of the same Writ into the Clerks Office of the Court aforesaid
 certifying that the same was satisfied in full - By Reason where-
 of

Gillings
 of Ball
 3-

the said Peter became liable to pay the said Sum of money to him the said Benjamin upon Demand - but has not done it to the Damage of said Benjamin Twenty pounds The Plea appears by Dwyer Foster by his Att^y and the Def^t the three Times publicly called to come into Court on the Default of Appearance here Wherefore it is considered by the Court that said Benjamin do recover against said Peter Thirteen pounds three shillings & a penny of lawful money Damages & Costs of Suit taxed at £. 2. 8 Whereupon the said Peter by Samuel Hurdley Gent^l his Att^y comes into Court appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for said Peter prosecuting his said Appeal with Effect as by said Recognizance on File does appear

Marshall
as
Case
4.

Perez Marshall of Yarmville in this County Plaintiff
Plff v. James Cash of London in the County of Berkshire
Gleaner Def^t. in a Plea of Trespass on the Case for that
James at Springfield aforesaid on the 11th day of September
anno Domini 1780 by his Note for Value received promised
said Perez to pay him the Sum (meaning the Quantity) of
twenty bushels of Wheat good & merchantable on Demand
& said Perez saith he hath been always ready to receive
Wheat at Springfield aforesaid - Yet James the
often requested hath never performed his said Promise
but neglects it to the Damage of said Perez Eight pounds
The Parties appear by their Att^{ys}, and on the Motion of
the Plff it is considered by the Court that the said Parties
have Day here in Court untill the next Tuesday of August
next

Ellithorp
as
Foster
5

Melison Ellithorp of Stafford in the County of Hartford &
State of Connecticut Spinster Plff v. John Foster of Paxton
in the County of Worcester Clerk Def^t in a Plea of Trespass
on the Case for that whereas the said Melison at Stafford aforesaid
at Springfield aforesaid on the first day of February in
the Year of our Lord One thousand seven hundred & eighty
One then being a Person unmarried in Consideration
that she the said Melison then & yet being a Person un-
married at the Special Instance & Request of said
John then & there agreed with a faithfully promised the
said John that she would take him to be her lawful
Husband & be coupled with him in lawful Matrimony
he the said John then & there agreed with and
faithfully promised said Melison that he would take
the said Melison to be his lawful Wife & be coupled with
her in lawful Matrimony - And said Melison says
she hath been always ready & willing to be married to
said John according to the Tenor of her Promise to wit a

Stafford in Springfield aforesaid. And altho' the said Melison giving Credit to the said Promise of P John hath hitherto refused to contract matrimony with other Persons who had offered to marry her: Yet said John not regarding his said Promise but contriving a fraudulently intending to deceive the said Melison in this behalf & totally to hinder her Perseverance in Marriage hath not taken said Melison to Wife but hath intermarried with another Person to the Damage of the said Melison Two hundred & fifty pounds. The Plff appears by Mr Joseph Bigg her Att^y and the Deft comes in his own Person & moves for a continuance And it is, considered by the Court that said Parties have Day here in Court until the last Tuesday of August next.

Titus Hornum late of Granville in the County of Hampshire v. Phineas Wolworth Junr & Seth Wolworth Junr & Joseph Miller Junr all of Granville aforesaid Defs in a Plea of Trespass on the Case whereupon the Plff complains & says that the said Phineas & Seth & Joseph at said Granville on the fifteenth Day of November last past did falsely maliciously & deceitfully conspire together to injure oppress & defraud him the said Titus & wrongfully deceitfully and maliciously obtain a Judgment in Favour in Favour of the said Phineas & Seth against him the said Titus before Samuel Mather Esq^r one of our Justices of the Peace for the said County of Hampshire unjustly without any probable Cause, and in Order thereto the said Phineas and Seth afterwards on the same Day at Westfield said with a Writ of Attachment so called under the hand & Seal of Samuel Mather Esq^r Justice of the Peace for the same County as Plff against & Titus Hornum by the Name of Titus Hornum of Granville in the County of Hampshire labourer alias a Whittow Man bearing Date at said Westfield the same Day and directed to the Sheriff or Marshall of said County either of their Deputies or Constables of the Town of Granville &c requiring him to attach the Goods or Estate of P Titus to the Value of Four pounds and for Want thereof to take his Body & him safely keep so that he might be had before the said Samuel at his dwelling House in Westfield on Tuesday the sixth Day of December then next at One of the Clock in the afternoon to answer to the said Phineas & Seth in a Plea of Trespass on the Case whereupon they declared & complained that whereas the said Titus at said Granville some Time last Spring & the fore part of the Summer last past being in the Employ of the said Phineas & Seth in making of Potash and the said Titus did then & there waste Spoil & destroy sundry Parcels of Potash by bad management Carelessness and Neglect of Business &c &c as the said Phineas & Seth aver said Potash belonging to said Phineas & Seth was reasonably worth the Sum of Four pounds lawful Money & thereby the

Hornum
vs
Wolworth &c
6.

the said Titus became indebted unto the said Phineas and
Seth therefor and being thus indebted as aforesaid at Granville af-
oresaid to wit at the Time aforesaid undertook & to the said
Phineas & Seth faithfully promised to pay the said Debt
the sum of four pounds when he the said Titus should
be thereto afterwards required by the said Phineas & Seth
of said Titus at the often thereto requested & demanded
hath never fulfilled his said Promise on any penny
thereof but always better to talk & still doth unjustly re-
fuse & refuse to do it to the Damage of the said Phineas
& Seth as they say the sum of four pounds, & he was
when commanded to make due Return of the same
Writ & of his Doings therein unto the Justice at or before
the said sixth day of December as by the same Writ
& Declaration a Copy whereof the said being into Court
manifestly appears, which Writ was issued without any
probable Cause the said Phineas & Seth afterwards to wit
on the twenty fifth day of said November at Granville
delivered to Joseph Miller then being one of the Justices
of Granville to whom it was directed as aforesaid in
Order to effect their Purposes aforesaid & that a colour-
able Service thereof might be made & a Judgment be
obtained by Court as aforesaid against the said Titus and
the said Joseph Miller by the Procurement & Advice of the
said Phineas & Seth then at said Granville afterwards
on the twenty ninth day of said November falsely and mali-
tiously & deceitfully made Return of the same Writ to said
Justice & indorsed thereon in the Words following to wit Stamp
the 29th November 29th Dec 1785 Then by Virtue of this Writ
I attached a Handkerchief to by the Debt as the Estate of
the within named Roman and at the same Time left
him a summons for his appearance at Court at his last
usual Place of Abode according to Law Joseph Miller Con-
stable of Granville, which Return of the said Joseph
the said Titus says is false and that the Estate by him
of said Joseph attached in the Service of the same Writ
was not the Estate of the said Titus which they & the said Phineas
& Seth & Joseph then well knew, neither did the said Joseph
have any summons for the appearance of said
Titus at Court at his the said Titus then last usual
Place of Abode, but the same was left by him the
said Joseph at the House of Nathan Barlo in Granville
which the said Titus says was not then at the Time of the
Service of said Writ & long before the last or usual Place
of Abode of the said Titus, but the said Titus was then
removed out of this Commonwealth into the State of Con-
necticut & there resided at the Time of the Service, all
which Things the said Phineas & Seth & Joseph well knew
Neither had the said Titus any Knowledge or Notice

of said Summons or of the said Suit against him, and afterwards at said Westfield on the said sixth day of 1st December when & where the said Writ was returnable before said Justice the said Phinehas & self appeared & prosecuted their said Action against the said Titus & recovered Judgment against said Titus by the Consideration of said Justice by Default for four pounds lawful money Damages & Costs of Suit taxed at One pound ten shillings & six pence as by the Record thereof before said Justice remaining a Copy whereof the Pltff brings into Court manifestly appears; which Judgment the said Titus says was obtained by Covin & Fraud without any just Foundation or probable Cause and by means of the said false Return of y^e said Joseph, and that he had not any legal Notice of the said Suit & was deprived of all opportunity of defending himself against the same as well he might if he had been duly summoned and had Notice thereof, and afterwards on the 7th Day of December y^e said Phinehas & self sued out a Writ of Execution upon the same Judgment against the said Titus and afterwards the said Phinehas & self procured the said Titus to be arrested thereby having first deposed him into the Commonwealth for that Purpose being wholly ignorant thereof & not suspecting any Judgment to have been obtained against him and the said Titus says he was compelled to pay the whole of the sums aforesaid thus wrongfully & fraudulently recovered against him with the Costs of y^e Execution & the Officer's Fees thereon, to the Damage of said Titus Twenty pounds

The said Parties appear by their Att^y and at the Motion of the Def^t it is considered by the Court that they have Day here in Court until the last Tuesday of August next

Phinehas Woolworth the Jurman & self Woolworth the Jurman both of Granville in this County Pltffs of Phinehas Southwell of Southwick in this County Defendant in a Writ of Execⁿ upon the Case for that whereas the said Phinehas Woolworth & self at Westfield in this County on the sixth day of Dec^r a self at Westfield before Samuel Mather Esq^r one of the under task masters before Samuel Mather Esq^r one of the Justices of the Peace for said County by the Consideration of said Justice recovered Judgment against One Titus Stannan of Granville aforesaid Labourer for the sum of Four pounds lawful money Damages for the sum of One pound ten shillings & six pence of like money for their Costs & Charges by them about their Suit in that behalf expended as by a Copy of said Record thereof in Court ready to be produced manifestly appears & afterwards on the seventh day of said December the Pltffs sued out a Writ of Execution on the Judgment aforesaid from said Justice at Westfield

Woolworth
is
Southwell
7.

a Writ in due form of Law directed to the Sheriff of this County his Under Sheriff or Deputy or to either of the Constables of Southwick in this County, whereby they were commanded to cause the sum of a pound with one shilling & eight pence more for the said Writ of Execution to be paid unto said Phineas Wolworth & also of the Money Goods or Chattels of the said Peter within his Month & to make due Return of the same Writ with his Dones then or unto said Justice within sixty days then next coming, which said Writ of Execution so issued on the Judgment aforesaid said Phineas Wolworth & also at Southwick aforesaid duly delivered & committed to said Phineas Southwell then & long after one of the Constables of Southwick aforesaid to whom the same was directed to be by him duly served executed & returned according to Law & notwithstanding the said Phineas Southwell notwithstanding the Duty of his Office in this behalf hath never caused the same sum to be paid unto the Plffs or either of them as he was thereby commanded neither hath he ever made any Return of the same Writ as he was thereby commanded but altho the Return day thereof hath long since been past the said Phineas hath wholly neglected to serve execute & Return the same Writ & the Plffs say said Phineas Southwell is liable in his said Office & answerable in Law for his Neglect aforesaid & that thereby they have lost the Benefit of said Judgment & Execution to the Damage of the Plffs Ten pounds

The said Parties appear by their Att^y and agree that this can be continued to the next Term & that Judgment be then final - and it is considered by the Court that they have Day here in Court untill the last Tuesday of August next

¹¹
Purchased Jonathan Purchase of West Springfield in this County, German & Administrator on the Estate of Jonathan Purchase late of S^t West Springfield German deceased & in S^t Capacity Plffs vs William Purchase of Springfield in this County Esq^r & Administrator on the Estate of Robert Harris late of S^t Springfield Genl^l deceased & in S^t Capacity Defth in a Plea of Breach of Covenant & whereupon the S^t Jonathan the Plff says that on the thirteenth day of March Anno Dom. 1660/61 the Town of Springfield granted to Thomas Baneroff Abel Wright John Hubbard & Richard Skis all then of S^t Springfield a parcell of Land then on the West Side of Connecticut River over against the Long Meadow then so called, something below the Place where one George Pollon then of S^t Springfield then lived in S^t Long Meadows which Land so granted lies between two Brooks & runs Westward from S^t River to a Hill (in said Grant described) as lying about fifty rods Westward to hold the same to them

and their Heirs & Assigns in equal Portions. only the fourth part thereof of the said Thomas to lie on the South Side adjoining the Southernmost Brook aforesaid and the said Abels. — Fourth part to lie northerly of & adjoining said Thomas's Part aforesaid and the said John Lumbard's fourth part to lie northerly of & adjoining said Abels part aforesaid and the said Richard's fourth part to lie north of & adjoining the Part aforesaid of said Lumbard, & the said Jonathan further says that at Springfield on the 27th day of August Anno Domini 1666 the said Robert Harris then being in full Life made his Deed poll under his hand & seal of that Date, (duly acknowledged & registered) in Court to be produced by whom it is witnessed that the said Robert for and in Consideration of Forty pounds lawful money then paid him by the said Jonathan deputed & did give grant bargain sell alien release convey & confirm to him the said Jonathan his Heirs & Assigns forever the Lands aforesaid so granted to the said Richard & his on the 19th day of March 1660/61 as aforesaid to hold the same with the appurtenances & Privileges thereto belonging to him the same Jonathan his Heirs & Assigns to have their own proper Use Benefit & behoof forever. and the said Robert then & there by the same Deed for himself his Heirs Executors & Administrators did covenant promise & grant unto & with the said Jonathan the decess^r his Heirs & Assigns that before & untill the making of the same Deed he was the true sole proper & lawful Owner & Possessor of the before granted & bargained Premises with the appurtenances & that he had in himself good right full Power & lawful Authority to give grant bargain sell alien release convey & confirm the same as aforesaid & that the same was & freely & clearly executed acquitted & discharged of & from all former & other Gifts Grants Bargains Sales Leases or Incumbrances whatsoever, & the said Jonathan the Deput^y further says that at the Time of the making & delivery of the said Deed aforesaid, never before or since the said Robert was not the true sole proper & lawful Owner & Possessor of the said granted & bargained Premises & that he never had in himself good Right full Power & lawful Authority nor any Right Power or Authority to give grant bargain sell convey or confirm the same to the said Jonathan deputed & that the same was not then nor at any Time since free & clear or freely & clearly executed acquitted & discharged from all former & other Gifts Grants Bargains Sales or Incumbrances but that the same granted & bargained Premises at the Time aforesaid of making the same Deed aforesaid & for more than twenty years before were & ever since have been in the actual Possession & Improvement of other Persons holding & claiming to hold the same in their own Right, so that the said Jonathan deputed never could lawfully enter into & enjoy the same, & so the said Robert his Governor & aforesaid hath broken & never kept the same to the Damage of the said

Jonathan in his s Capacity One hundred pounds
The Plf appears by Caleb Strong Esq his Att^y and the Def^t by
Mr. Bishop Strong Esq^r his Att^y comes & defends the Torts Injury
whence & for the says the s Robert hath broken his said
covenants in Manner & Form as the s Jonathan in his
Declaration hath alledged & thereof puts himself on the
Country ~ And the said Jonathan likewise ~

A Jury being impanelled & sworn to try this Issue
declare upon their Oaths that they find the s Robert hath
broken his covenants, and assess Damages for the Plf
at Ninety pounds ~ Thereupon it is considered by the
Court that said Jonathan in his s Capacity do recover
against s William in his s Capacity Ninety pounds
of lawful Money Damages & Costs of Court taxed at
£ 3. 17. 2

Whereupon s William by Mr. Bishop
Esq^r his Att^y appeals from the Judgement of this Court
to the supreme Judicial Court to be holden at Spring-
field in & for the County of Hampshire on the fourth
Tuesday of September next & he recognises with Sureties
according to Law for s Williams prosecuting his said
Appeal & ~

H. Dwight
vs
J. Dwight
9

Henry Dwight late of Springfield in this County German
otherwise called Henry Dwight of Savannah in the State of
Georgia German Plf vs Joseph Dwight formerly in the
County of Hartford a late of Connecticut Administrator
on the Estate of s s Dwight late of s Town deceased Def^t
in a Plea of the Case for that s s s Springfield on
the 5th day of April Anno Dom 1776 by his Note for Value
received promised s Henry to pay him Twenty seven
pounds Ten shillings & nine pence lawful Money on
Demand with lawful Interest till paid ~ Yet the said
s s nor s Joseph have ever paid the same to s Henry
but have & still do neglect & refuse to do it to the Damage
of s Henry Forty pounds ~ The Plf appears by Sam^l
Towler Gent^l his Att^y and the Def^t being three Times
called makes Default of Appearance here in Court

Whereupon it is considered by the Court that s Henry
do recover against s Joseph in his s Capacity Twen-
ty nine pounds seven shillings & nine pence of lawful
Money Damages & Costs of Suit taxed at s s s &
thereof & ~
Exon^r if May 30. 1786 ~

Graves
vs
Day
10.

Moses Graves of Pittsfield in the County of Berkshire Gent^l
Plf vs Elijah Day of West Springfield in this County Gent^l
Merch^{ant} s s Troque late of Albany in the County of Albany

and State of New York Gent^l Depts in a Plea of Trespass on the Case for
that said Elijah & Hezekiah at Springfield on the Eleventh day of Novem-
ber last by their Note for Value received promised S^r Moses to pay him
Twenty eight pounds & fifteen shillings New York Currency equal
to Twenty One pounds eleven shillings & three pence of the lawful
Money of the Commonwealth within three months from the Date
of said Note with lawful Interest from the Time of payment till
paid - Yet S^r Elijah & Hezekiah nor either of them the other thereto
requested have paid the same but neglect it to the Damage
of S^r Moses Twenty five pounds - The Plea appears by Sam^l &
Fowler Gent^l his Att^y and the Deft^s being three Times called
makes Default of Appearance in Court Whereupon it is
considered by the Court that said Moses do recover against
S^r Elijah & Hezekiah only was summoned Twelve pounds fifteen
shillings & one penny of lawful Money Damages & Costs of
Court taxed at £1. 17. 0 & thereupon

Subpoena Ball late of Granville in this County Gent^l Mr Ball
v. Abner & Jonathan Daniel & Daniel & Daniel & Daniel
Granville all of s^d Granville Depts in a Plea of the Case for Rose
that said Abner Daniel & Daniel & Daniel at s^d Granville on
the 23 day of February Anno Dom 1784 by their Note for the
sum of £100 paid to S^r Ball to pay him or Order Ten pounds
lawful Money in two Years from the Date of Note with
lawful Interest for the same till paid - Yet Abner Da-
niel & Daniel & Daniel nor either of them the requested have
ever paid the same but neglect it to the Damage of the
S^r Ball Twenty pounds - The Plea appears by Sam^l &
Fowler Gent^l his Att^y and the Deft^s by John Phelps Gent^l
their Att^y and they agree that this Case be continued
to the next Term - and that the same be continued if on
Default) to final - Whereupon it is considered by
the Court that the s^d Parties have Day due in Court un-
till the last Tuesday of August next

Andrew Broga of West Springfield in this County v. Jonathan
Tillotson of Granville in this County
Depts in a Plea of the Case for that said Jonathan
at said Granville on the second day of November last by
his Note for Value received promised said Andrew to pay him
or Order Nine pounds lawful Money by the first day of
February then next with Interest - yet Jonathan Tillotson
has never paid the same but neglect it to the Damage of
S^r Andrew fifteen pounds - The Plea ap-
pears by Sam^l & Fowler in Att^y and the Deft^s being three
Times publicly called makes Default of Appearance in
Court - Whereupon it is considered by the Court that said
Andrew do recover against Jonathan Tillotson
Damages & Costs of Suit taxed at £1. 6. 2

Knackmire
Langford & al
No 13

George Knackmire of Norwich in this County Yeoman Plaintiff George Ten
fold of Northampton Plaintiff Rufus Tenfold of Northampton Plaintiff
Giles Lyman of Norwich aforesaid Defendant all in this County Deft
on a Plea of the Pass on the Case for that said George Rufus & Giles at said
Norwich on the 19th day of November Anno Domini 1784 by their Writ
for Value received promised the Deft to pay him or Order nine pounds
eighteen shillings & eight pence lawful money on or before the first
day of January then next. Yet the Deft nor either of them have
ever paid the same to the Deft but neglected to his Damages Ten
pounds. The Deft appears by Sam^r Fowler his Att^r & the Deft viz
the said Giles & Rufus on whom only service was made being three
Times publicly called to come into Court make Default of appearance
there whereupon it is considered by the Court that said George
do recover against said Giles & Rufus Four pounds eleven shil
lings & eight pence of lawful money Damages & Costs of
Court taxed at £1.14.4 & thereof ac. Ex. p. May 30. 1786

Hoffat
Shurman
No 14

Rebecca Hoffat of Brimfield in this County Widow Plaintiff James
man, Jun^r of Brimfield aforesaid Defendant Deft on a Plea of the Pass
on the Case for that the said James on the 25th day of October Anno Dom
1780 was justly indebted to said Rebecca in the Sum of Eighty
pounds lawful money for so much money by the said James
before that time had received to the use of the said Rebecca & at the
special instance & Request of the said James & being so indebted
he the said James then & there promised said Rebecca to pay her
the same Sum on Demand. Yet said James the other requested
that he never fulfilled his said Promise but neglected to the Damage
of said Rebecca One hundred pounds. The Deft appears by
Simon Strong Esq^r his Att^r and the Deft by Thos Mor
gan & Caleb Strong Esq^r his Att^r nor does the Deft
deny any injury which he is refusing liberty to give any special
Matter in Evidence says he never promised in manner
and form as the Deft hath alleged & thereof puts himself
on the Country and the Deft likewise

A Jury being impanelled & sworn to try the Issue deliv^r upon their
Oath that the Deft promised in manner & form as set forth in the
Declaration and aff^d Damages aforesaid five pounds & ten shillings
whereupon it is considered by the Court that the said Rebecca do
recover against said James Five pounds & ten shillings of lawful
Money Damages & Costs of Court taxed at £6.5.4
And they on the said Issues by Thos Morgan Esq^r his Att^r appeals
from the Judgment of the Court that the said Rebecca be not
drawn at Brimfield in and for the said County of Hampshire on
the fourth Tuesday of September next and he recognizes with
sureties as the Law directs for said James presenting his said
appeal as by the Recognizance on file does appear

Deane
Taylor
No 15

Barnabas Deane of the County of Hampshire Plaintiff
James Deane of the County of Hampshire Defendant Deft
in action at Law said Barnabas said Deane under the Seal of Twelve
nine pounds & eight shillings & ten pence which to him he owes & from
him upon the terms whereon said Barnabas says that Deane & he the Con
sideration of the Resolves of the Com^{rs} of Common Pleas holden at Wthmore
ston within and for the County of Hampshire on the last Tuesday of Aug
ust in the Year of our Lord 1783. said Barnabas recovered Judgment
against said Deane for the sum of seven & eight pounds & eight shillings & 8
pence of lawful money Damages & one pound & six shillings & two pence Costs of which
whereof the said Deane is convicted as he has Pleaded thereof in Court
appears, which Judgment said Barnabas says as yet to remain in

it full Force not reversed or annulled or any ways satisfied
or paid & the all writs Execution has been duly issued thereon yet
no part of said sums have ever been paid or paid thereon or from
whence an action hath accrued to said Barnabas to have recovery of
said Oliver the aforesaid sums and said Oliver the requested
hath never paid the same to the Damage of said Barnabas Thirty
pounds ~ The Plf appears, and the Deft the three times
publicly called to come into Court makes Default of Appearance
next ~ Wherefore it is considered by the Court that said
Barnabas do recover against said Oliver Thirty four pounds
nine shillings & two pence Debt & Costs of suit taxed at
£16 8 & thereof &

John Worthington of Springfield in this County Esq^r Plf v Charles Caldwell Worthington
or George Caldwell both of Hartford in the County of Hartford & State of
Connecticut vs Thomas Deft in a Plea of the Case for that said Charles & George Caldwell
at said Springfield on the 11th day of November Anno Domini 1763 in
consideration that said John together with Ben Josiah Dwight then of
Springfield Esq^r but who is since deceased had then before that
time sold & delivered to said Charles & George at their request twenty
hundred one quarter & twenty pounds weight of Iron the said Charles
and George then & there promised the said John & Josiah to pay them on
Demand as much money as the same Iron at the time of the Sale &
Delivery thereof as aforesaid was reasonably worth and the Plt in
fact says that the same Iron at the time of the Sale & Delivery was
reasonably worth forty pounds seventeen shillings & one penny of
lawful money of which the said Charles & George then & there instantly
had Notice & promised to pay them accordingly & yet said Charles
and George the often requested have never paid the same to said
John & Josiah or either of them to their Damage One hundred and
fifty pounds ~ The Plf appears by Alexander Woodcott Esq^r his Att^r
and the Deft by the said Charles on whom only service was made
appears by Samuel Lyman Esq^r his Att^r moves & moves that this
Case may be continued ~ And it is considered by the Court that the
said Parties have Day here in Court untill the last Tuesday of August
next after the third Tuesday of May aforesaid

N^o 16

Marianne Steel of Hartford in the County of Hartford & State of Connecticut
vs Thomas Gillet of Granville in this County Esq^r Plt in a Plea of the Case
for that said Thomas at Hartford viz in said Granville on the 24th day of April Anno Dom. 1782 by his
Note of that Date promised said Marianne to pay and
deliver to her fifty bushels of good merchantable Wheat
or other Grain or Beef or Pork equivalent thereto by the
first day of November in the Year of our Lord 1785 with
lawful Interest untill paid ~ and the Plf says that
said fifty bushels of Wheat was well worth fifteen pounds
lawful money and that she was always ready to receive
the Contents of said Note according to the Tenor thereof ~ Yet
said Thomas hath never paid or delivered the same to
said Marianne to her Damage Twenty pounds ~ The Plf
appears by Alexander Woodcott Esq^r his Att^r and the Deft the three
times called makes Default of Appearance in Court ~ There
upon it is considered by the Court that said Marianne do
recover against said Thomas £12. 18. 0 lawful money Damages & Costs
taxed at £1 7. 10 ~

N^o 17

Ex^r v. p. May 24 1786

4
 21
 a new book of the City of Conn. to s^d Hartford & State of Connecticut
 famous Plaintiff in this Cause vs^g the Defendant
 in a 're of the Case for that said John a bill of Hartford & Windsor Springfield on
 the third day of March last by his Note for Value received, provided the
 said James to pay him seven pounds & six shillings on Demand with
 Interest. Yet said John the often requested hath never repaid and has
 said James but refuses to do it to the Damage of said James the
 pounds — Thus it appears by Alexander Wolcott Gent^l his Affidavit
 the Debt the three times lawfully called to come into Court makes Default
 & appearance here — Wherefore it is considered & by the Court that
 the said James do recover against s^d John seven pounds & six shillings
 shillings & five pence of lawful money Damages and Costs of suit taxes
 at 2^d 1/2 & 1/2 thereon
 Done at the City of Hartford May 24. 1786
 P. C. P.

Andrew Broga of West Horingfield in this County of Monmouth Defendant
 Plaintiff of the same West Horingfield Plaintiff Defendant in and to the Case
 for that Bela ab said West Horingfield on the twenty second Day of Decem-
 ber last by his Note of hand of that Date for Value received promised
 the said Andrew to deliver to him at the Dwelling House of Samuel How-
 es in said West Horingfield by the fifteenth Day of January now current
 fifty six Gallons of good Rhenish Wine of a Gallon of good Port Wine with
 the Interest therefor until delivered - And said Andrew says that said
 sum at the time & Place of Delivery was worth four shillings per Gallon
 of said Rhenish Wine but not delivered & said sum to said Andrew altho he hath
 ever been ready to receive the same, nor hath P. Bela in any way per-
 formed his said Promise but neglected it to the Damage of said Andrew
 fifteen pounds - The P't appears by Alexander Wolcott Gent. his
 Atty and the Deft the three times humbly called to come into Court
 makes Default of appearance here - Wherefore it is considered
 by the Court that said Andrew do recover against the said Bela
 Eleven pounds seven shillings & ten pence of lawful money Damages
 and Costs of which he paid at £11 5s 4d therefore on 24th May 1786

Abigail Graham of Windsor in the County of Hartford & State of
Connecticut Executrix of the last Will & Testament of Simon Graham
late of Windsor Townsman deceased Plaintiff Charles Bolton of Springfield
in this County Defendant Doth in witness whereof the Clerk for the said
Charles at said Springfield on the twenty second Day of September
the Year of our Lord One thousand seven hundred seventy two by his
Note for Value received promised said Simon then living to pay
and deliver him two hundred Gallons of good Molasses on demand
and also for that said Charles at Springfield on the same Day
after aforesaid by his other Note for Value received promised the said
Simon to pay & deliver to him other two hundred Gallons of Molasses
on demand and lawful Demand therefor until paid, & Abigail
saith that said Molasses at the Time for Delivery there of was well worth
two shilling & half per Gallon & that said Simon in his
Life Time was ever ready to receive said Molasses & since his Death
the said Abigail hath ever been ready to receive it as aforesaid. Yet said
Charles who after requested hath never fulfilled either of his Promises
aforesaid but refuses to do it to the Damage of said Abigail in her said
Capacity Thirty pounds. The Plaintiff by Alexander Wolcott Esq.
his Att^y and the Def^t the three Times publicly called to come into Court upon the
Default of Appearance here. Wherefore it is considered by the Court that
said Abigail in her said Capacity do recover against said Charles Eleven pounds
two shillings & four pence of Lawful Money Damages & Costs of such taxed at One
pound five shilling & ten pence & three of the. Given at the Court the 26. 1786.

John Clott & John Caldwell both of Hartford in the County of Hartford and
 State of Connecticut. Plaintiffs. Adam^d on the Estate of Samuel Clott late of said
 Hartford deceased. Defendant. Nathaniel Wood of London in the County of Berks
 Judge Gent^l Deft in a Plea of the Case for that said Nathaniel at Hartford
 Vis in Springfield on the Eighteenth day of June in the Year of our Lord one
 thousand seven hundred and seventy by his Note for Value received promised
 said Samuel then living to pay him or Order fifteen pounds, eleven
 shillings and six pence within three months from the Date of said Note
 with lawful Interest from the End of 6th moⁿ ~ Yet said Nathaniel tho
 requested hath never performed his said Promise but refuses to do it to
 the Damage of s^d Clott & Caldwell in their said Capacity Twenty pounds
 The Pl^{ts} appear by Alexander Woodcott Gent^l their Att^{ys} and the Deft the three
 Times publicly called to come into Court make Default of Appearance here
 Wherefore it is considered by the Court that s^d John Clott & Caldwell do in
 their said Capacity recover against said Nathaniel Four pounds, eighteen
 shillings & eight pence of lawful Money Damages and Costs of Suit taxed at
 One pound eight shillings and ten pence thereof Ex^{ra} p^{er} May 24. 1786

137
 Clott &
 Wood
 No 21

John Clott & John Caldwell both of the City of Hartford in the County of Hartford and State of
 Connecticut. Plaintiffs. Samuel Leonard of West Springfield in this
 County Defendant. Deft in a Plea of the Case for that said Samuel at Hartford
 Vis at Springfield on the fifteenth day of June in the Year of our Lord
 one thousand seven hundred and eighty four by his Note for Value received
 promised said Clott & Caldwell to pay them or Order Twenty nine pounds
 lawful money on Demand with Interest. Yet said Samuel tho the other re-
 quested hath never performed his said Promise to s^d Clott & Caldwell but
 refuses to do it to their Damage Forty pounds The Pl^{ts} appear by Alexander
 Woodcott Gent^l their Att^{ys} and the Deft the three Times publicly called to come
 into Court make Default of Appearance here ~ Wherefore it is consid-
 ered by the Court that said Clott & Caldwell do recover against the
 Samuel Fifty nine pounds two shillings & ten pence of lawful Money Damages
 and Costs of Suit taxed at £16. 10 ~ After all which the said Samuel
 by Justin Ely Esq^r his Att^{ys} comes into Court & appeals from the Judgment
 of this Court to the Supreme Judicial Court to be holden at Springfield
 in and for the County of Hampshire on the fourth Tuesday of September
 next and he recognizes with sureties at the Law directed for s^d Samuel, re-
 ceiving his Appeal with Costs as by s^d Recognizance on File do appear

Idem
 Leonard
 No 22

Jonathan Sheldon of Suffield in the County of Hartford & State of
 Connecticut Plaintiff. Medad Pomeroy of Northampton in this County Deft
 in a Plea of the Case for that s^d Medad at Suffield Vis at Springfield on the
 third Day of July Anno Domini 1782 by his Note for Value received pro-
 mised the s^d Jonathan to pay him the Sum of Four pounds lawful Money
 by the first day of June then next with Interest. Yet said Medad though
 often requested hath never paid the same but neglects & refuses to do it to
 the Damage of said Jonathan six pounds ~ The Pl^{ts} appear by Samuel
 Lyman Esq^r his Att^{ys} and the Deft the three Times publicly called to come into
 Court make Default of Appearance here ~ Wherefore it is considered by the
 Court that said Jonathan do recover against s^d Medad Four pounds
 eight shillings & 8th of lawful Money Damages & Costs of Suit taxed at
 £1. 6. 6 ~ with the above

Sheldon
 Pomeroy
 No 23

Samuel Lyman of Springfield a free s^{on} of s^d Estate of Charles
 Pyecheon of s^d Springfield Esq^r the s^d Capacity. Plaintiff. William Scott of Pal-
 mer in this County Gentleman Deft in a Plea of the Case for that s^d William
 at s^d Springfield on the 16th Day of June Anno Dom. 1783 by his Note for Value
 received promised s^d Charles himself to pay him or Order Fifty pounds lawful
 Money in One Year from the Date of s^d Note with Interest. Yet said William tho
 never performed his s^d Promise to s^d Charles or his s^d s^{on} tho the other requested
 but refuses to do it to the Damage of s^d Samuel in his Capacity One hundred pounds
 The Pl^{ts} appear in his own Person & the Deft by s^d s^{on} his Att^{ys} & they agree to a
 Continuance and it is considered by the Court that they have Day here on Tuesday the
 12th of August next

Lyman &
 Scott
 No 24

Yoman
vs
Noble
No 25.

Samuel Yoman of Springfield in this County Esq. vs Stephen Noble of Westfield in this County Deft in a Plea of the Case for that said Stephen at said Springfield on the 20th day of December Anno Dom. 1784 by his Note for Value recd. promised said Samuel to pay him thirty one pounds fifteen shillings & more hence lawful Silver Money on Demand with Int. cash. Yet said Stephen the often requested hath never paid the same, & still refuses to do so to the Damage of said Samuel forty pounds. The Parties severally appear and agree that this Case be continued to the next Term and thereupon it is considered by the Court that the said Parties have Day here in Court untill the last Tuesday of August next.

Phineas
vs
Lancton
No 26.

Phineas Lancton of Palmer in this County Yeoman. vs Isaac Lancton of Rowe in the same County Yeoman. Deft in a Plea of the Case for that said Isaac at said Springfield on the first Day of March Instant was justly indebted to said Phineas in the sum of two hundred & thirty eight pounds fifteen shillings & more hence lawful Money for so much Money there before that Time had & received of him the said Phineas by the said Isaac to his Use. Phineas vs Lancton and in Consideration thereof the said Isaac then & there promised the said Phineas to pay him the same sum on Demand. Also for that said Isaac at said Springfield on the first Day of March Instant was justly indebted to said Phineas in one other sum of Two hundred & thirteen pounds three shillings & more hence lawful Money for so much Money there before that Time had & received by him the said Isaac of him the said Phineas to his Use. The said Phineas is now proper Claim and in Consideration thereof said Isaac then & there promised said Phineas to pay him the same sum last mentioned on Demand. Yet said Isaac the often requested hath never paid said Phineas either of said Sums but neglects and refuses to do so to the Damage of said Phineas Three hundred pounds. The Plf appears by Moses Whiff Esq. his Att. and the Deft by Simon Strong Esq. his Att. & moves that this Case may be continued to the next Term. And thereupon it is considered by the Court that said Parties have Day here in Court untill the last Tuesday of August next.

Morgan
vs
Smith
No 27.

Amos Morgan of Springfield in this County Yeoman. vs Solomon Smith of West Springfield in this County Deft in a Plea of the Case for that said Smith at West Springfield on the tenth Day of September last by his Note for Value recd. promised one Ruggles Smith to pay him on Order Eight pounds lawful Money on Demand with Int. cash till paid. and for that said Smith at Springfield aforesaid did afterwards on the same Day by his Indorsement on the Back of said Note for Value recd of the Plf order the Content thereof then due to be paid to the Plf whereof said Smith had immediate Notice & thereupon became chargeable and in Consideration thereof promised to said Plf to pay him the same sum with Interest on Demand. Yet said Smith the often requested hath not paid the same but neglects & refuses to do so to the Damage of the said Morgan Twelve pounds. The Plf appears by Moses Whiff Esq. his Att. and the Deft by Justin Ely Esq. his Att. and they agree that this Case be continued to the next Term Judgment then to be final. And thereupon it is considered by the Court that the said Parties have Day here in Court accordingly untill the last Tuesday of August next.

John
vs
Monley Esq
No 28.

John Monley of Springfield in this County of Hartford & State of Connecticut Yeoman. vs John Monley of Westfield in this County Yeoman. Deft in a Plea of the Case for that said John in his last Will & Testament bequeathed one hundred & fifty pounds on the first Day of December Anno Domini 1785 was justly indebted to said John in the sum of nine hundred & thirty shillings & more hence lawful Money

lawful money to Ballance Book Accounts according to the Account books arranged
to the Court and in consideration thereof said John then & there promised
the Debt to pay him the sum of ten pounds whenever after he should be thereto request-
ed. Yet said John in his life time nor said Hannah since the Death
of John the requested have never paid the Debt the aforesaid sum or
any part thereof but neglect it to the Damage of Joseph our heirs
and assigns. The Debt appears by M^{rs} Ship Esg^r his Att^y and the Debt
by issues & move that this case be continued to the next Term
and it is considered by the Court that the said Parties have Day here in
Court until the last Tuesday of August next

William Phillips of Boston in the County of Suffolk Esq^r Plaintiff &
Lyon of Westfield in the County of Worcester in a Plea of Trespass on the
Case for that whereas Jonathan at said Westfield on the first day of
April last past was justly indebted to said William in the sum of twenty
three pounds fourteen shillings & ten pence lawful money for the use &
Occupation of nine Acres of Land of his the said William lying & being
in said Westfield called Baggs Field for the space of Eleven Years then
last past, and in consideration thereof the said Jonathan then & there
promised the said William to pay him the same sum or Demand
Also for that said Jonathan at said Westfield on the same first Day of
April last past had there before that Time used & improved other nine Acres
of Land of the said William lying in Westfield for the space of Eleven
Years then last past, in consideration thereof the said Jonathan then & there
promised the said William to pay him therefor so much money as the
Use & Improvement thereof were reasonably worth or Demand, & said Will-
iam says the same was reasonably worth one other sum of Forty three
shillings & two pence by the year amounting to twenty three pounds four-
teen shillings and ten pence. Yet said Jonathan he requested hath
not paid said William either said sum but unjustly neglect it to
the Damage of said William twenty seven pounds

Plaintiff &
Lyon
No 29

The Debt appears by M^{rs} Ship Esg^r his Att^y and the Debt by John Phil-
lips his Att^y and agree that this case be continued to the next Term
and that Judgment be at that Time if on Default be given. And
thereupon it is considered by the Court that said Parties have Day
here in Court accordingly until the last Tuesday of August next

Thaddeus Leavitt of Suffield in the County of Hartford & State of
Connecticut Esq^r Plaintiff. Elijah Blackman of Chester in this County Gent^l
Defendant in a Plea of the Case for that said Elijah at Chester aforesaid on the
twenty ninth Day of August last past by his Note under his hand of
that Date for Value rec^d promised the Plaintiff to pay him on Order Eighty
six pounds ten shillings lawful money on Demand with Interest
till paid. Yet said Elijah the Plaintiff requested hath never paid
said sum to Thaddeus but neglect it to the Damage of Thaddeus
One hundred pounds. The Debt appears by M^{rs} Ship Esg^r his
Att^y and the Debt the three Times publicly called to come into Court
makes Default of appearance here. Wherefore it is considered by the
Court that said Thaddeus do recover against said Elijah Eighty nine
pounds nineteen shillings & four pence of lawful money Damages &
Costs of such taxed at One pound nine shillings & two pence & thereof &c
Ex^{ra} p^{ay} May 25. 1786

Leavitt &
Blackman
No 30

Daniel B. State of Concord in the County of Middlesex, now of the
City of Salem in the County of Essex & Province of New Brunswick
Esq^r Plaintiff. Aaron Barrow of Chester in this County Clerk Defendant in a Plea
of Trespass on the Case for that said Aaron at Springfield on the 30th day of
September Anno Domini 1783. by his Note for Value rec^d promised said
Daniel to pay him on Order Twenty one pounds lawful money in two years
from the Date thereof with lawful interest. Yet said Aaron the Plaintiff requested

B. B. Esq^r
Barrow
No 31

hath not paid the same or any part thereof to said Daniel but neglects
 it to the Damage of said Daniel thirty eight pounds. The Plaintiff appears
 by Moses Bliss Esq^r his Att^y and the said Aaron comes & defends & says that
 the ~~written~~ true it is that he the said Aaron made the promissory Note in the
 said Declaration mentioned, but the said Aaron says that the said Daniel
 ought not to have recovered of him the said Aaron the Interest of the said sum of
 twenty one pounds from the nineteenth Day of April in the Year of our Lord
 one thousand seven hundred & seventy five until the 20th day of January
 1783. because he says that the said Daniel before the 19th day of April to
 wit on the first Day of the same April & after the Arrival of Thomas
 Gage Esq^r late Commander in Chief of all his Brittain Majesties Forces
 in North America at Boston then Metropolis of this State to wit at Spring
 field did withdraw from his usual Place of Habitation within this
 State into the said Town of Boston with an Intention to seek & obtain
 the Protection of the said Thomas Gage and of the Forces then & there being
 under his Command & hath not returned into any of the United States
 or been received as a Subject thereof & that said Daniel did absent himself
 from this State and from every of the United States as a forsworn and did become
 an Alien & Absentee. And the said Aaron further says that the General Court
 of the Massachusetts by a Resolve of the 10th Day of November 1784 resolved that
 in all Actions or Suits which were or might be instituted or brought into any
 of the Judicial Courts within this Commonwealth wherein any nat^l British Sub-
 ject or Absentee was Plaintiff, and in such Actions or Suits by the Laws then
 of Massachusetts then the Justices of the same Courts were thereby severally
 directed to suspend rendering Judgment for any Interest that might have
 accrued upon the Demand contained in such Action between the 19th
 Day of April 1775 & the 20th day of January 1783 until the third Wednesday
 of the then next sitting of the General Court and was provided in the said Resolve
 among other Things that if in any such Action or Suit the Plaintiff should move
 for a Judgment by Default have Right to Judgment then in such Case the Justices
 aforesaid should cause Judgment to be entered for the principal sum which
 by the Laws of this Commonwealth such Plaintiff should be entitled to recover
 and all just Interest as accrued thereon before the 19th day of April and
 subsequent to the said 20th day of January and that Execution should
 issue accordingly, which said Resolve the said Aaron avers is still in
 Force, and that he is & always hath been a Citizen of this Common-
 wealth, all which he is ready to verify, and he prays Judgment of the
 Court ought to be rendered for the Interest aforesaid from April
 19th 1775 to Jan^y 20. 1783. Whereupon it is considered by the Court
 that said Daniel do recover against said Aaron Twenty seven pounds
 and five Shillings of lawful Money Damages being the Principal and
 Interest arising thereon before the aforesaid 19th day of April & after the
 said 20th day of January - and Costs of Court taxed at £2.6s.4d
 and therefore Exon^r of May 25. 1786

Lapham
 Sherk
 No 32.

Matthew Lapham of Southwick in this County Gent^l vs John Sherk
 of the same Southwick Gent^l Df^t in as that of the Case for that Sherk ab-
 Southwick aforesaid on the fifteenth day of June last by his Note for Value
 rec^d promised the Plaintiff pay him Fourteen pounds lawful Money within
 seven months from the Date with Interest till paid. Yet said Sherk the
 often requested hath not paid the same but neglects it to the Damage
 of said Matthew Twenty pounds. The Plaintiff appears by Moses
 Bliss Esq^r his Att^y and the Df^t by Esq^r Walker Esq^r his Att^y and agree that
 this Case be continued to the next Term Judgment then to be final
 And thereupon it is considered by the Court that said Matthew do recover
 Day here in Court until the last Tuesday of August next

Samuel Warner of Springfield in the County of Haverhill Dep't Samuel
 Samuel Winsley of Montague in the same County of Haverhill Dep't in and to the
 Can for that the said Winsley at said Montague on the third Day of Sept:
 under his hand and seal of Office 1782 by his Note for Value received promised the
 said Warner to pay him or Order Five pounds eighteen shillings and
 eleven pence within two Years from the Date of said Note with
 Interest till paid - Yet said Winsley the requested hath never paid
 the same but neglects it to the Damage of said Warner Twelve pounds
 The Plaintiff by Moses Bliss Esq. his Att. and the Deft. the three Times
 publicly called to come into Court makes Default of Appearance
 here - Wherefore it is considered by the Court that said Warner do
 recover against said Winsley Eight pounds one shilling of lawful
 Money Damages and Costs of Suit taxed at One pound sixteen
 shillings & ten pence - After all which the said Winsley by Caleb
 May Esq. his Att. comes here into Court appeals from the Judgment of this
 Court to the Supreme Judicial Court to be holden at Springfield in &
 for the said County of Hampshire on the fourth Tuesday of September
 next, and he recognises with Sureties as the Law directs for Winsley
 prosecuting his said Appeal with Effect as by a Recognizance on File
 does appear

139.
 Warner
 Winsley
 No 33

Richard Smith the late of Boston in the County of Suffolk March 5th 1782
 Dep't v. Moses Warner of Wilbraham in the County of Haverhill Dep't
 in & to the Can for that said Moses at said Springfield by his
 Note under his hand on the Eighth Day of August last past for Value
 rec'd. promised said Richard to pay him or Order Four pounds three shillings
 and five pence lawful Money on Demand with Interest

Warner
 No 34

Also for that said Moses by his Note under his hand at Springfield on
 the twenty fifth Day of August Anno Dom. 1783. for Value rec'd. promised
 one Daniel Harris then alive but since dead intestate to pay him or Order
 on Demand Three pounds seven shillings & one penny lawful Money with
 lawful Interest till paid - And afterwards Administration
 on said Daniel's Estate was duly committed to one William Pynchon Esq.
 who at said Springfield on the first Day of September last past by his
 Indorsement on said Note Value rec'd. ordered the Court to the effect that
 wholly due to be paid to said Richard of which said Moses had instant
 Notice, and became liable to pay the same accordingly & in Consideration
 thereof said Moses then & there promised to pay the same to said Richard -
 Yet said Moses the often requested hath never paid the same but neglects
 it to the Damage of said Richard Seven pounds - The Plaintiff
 by Moses Bliss Esq. his Att. and the Deft. the three Times publicly called
 to come into Court makes Default of Appearance here - Wherefore it is
 considered by the Court that said Richard do recover against said
 Moses Seven pounds twelve shillings & nine pence of lawful Money
 Damages & Costs of Suit taxed at £2. 13. 8 & ten of cc.

Ex. p. May 25. 1786

Susanna Chapin of Springfield in the County of Springfield Dep't Labor
 Rep't of the said Springfield Haverhill Dep't in & to the Can for that said
 Labor at Springfield on the 8th day of June Anno Dom. 1782 by his Note or
 Writing under his hand of that Date acknowledged himself to have received
 of said Susanna a Black lined Cow so called & thereby promised to
 return the said Cow to said Susanna at the End of the three Years from
 the Date thereof in good Condition & to make good any Damage that might
 accrue to said Cow thro' his Default & also thereby promised to pay to said
 Susanna twenty shillings lawful Money yearly during the said Term of three
 Years for said Cow - And the said Susanna says she hath always been rea-
 dy to receive said Cow at the End of said Term at which Term said Cow was well
 worth Four pounds & ten shillings - Yet said Labor the often requested hath not
 delivered said Cow to said Susanna, nor hath he ever paid her said sum of
 twenty shillings yearly for the Term of three Years but neglects it to the Damage

Chapin
 Labor
 1785

of said Suramar Twelve pounds - The Plea appears by Moses High Esq. his
Att. and the Deft by Justice Esq. his Att. and agree that this Case be
continued to the next Term, Judgment then to be final - And it is
thereupon considered by the Court that the said Parties have Day here in
Court untill the last Friday of August next

2770
Judicial
p. 38

Richard Smith of New London in the County of New London & State of Conne-
cut Merch. Plea at Warham Smith of Hadley in the County of Litchfield
Dickinson & Silas Porter both of Hatfield in the same County Roman Defts.
in a Plea of the Case for that said Warham Lemuel & Silas at Northampton
in this County on the 24th day of October Anno Domini 1785 by their
Note for Value received jointly & severally promised the Plea to pay him
or Order then sum of Twenty pounds three shillings & eight pence over & be-
fore the first day of March then next with Barbers & toll for a Year
the often request the said Warham Lemuel & Silas nor either of them have
paid the same to the Plea but neglected to the Damage of the said Debtors
Thirty pounds - The Plea appears by Moses High Esq. his Att. and
the Defts the three Times publicly called to come into Court make Default
of appearance here - Wherefore it is considered by the Court that said Richard
do recover against s^d Warham Lemuel & Silas Twenty pounds seven shillings
and ten pence of lawful Money Damages & Costs of which taxed
at £11.10.0 - After all which the Deft by John Williams Esq. their
Att. come into Court and appeal from the Judgment of this Court to the
Supreme Judicial Court to be holden at Springfield in the County
of Hampshire on the fourth Tuesday of September next and he recog-
nizes with sureties for the s^d Deft prosecuting this appeal with Effort as
by said Recognition on File does appear

Idem
Cookshin
p. 38

Hampshire Commors of Massachusetts To the Governor &c.

Whereas Richard Smith of the City & County of New London & State
of Connecticut Merch. before our Justice of our Court of Common Pleas
holden at Northampton with him for our County of Hampshire on the
last Tuesday of August last past recovered Judgment against Paul
Newton of Berkshire aforesaid Roman for the sum of Eight pounds two
shillings & eight pence two pence Money Damages & one pound eleven
shillings & six pence for his Costs & Charges by him about his suit in
that behalf expended whereof the said Paul is in arrears as to all ap-
pears of record, and altho Judgment be thereupon rendered & an Execution
in due form of Law was duly issued thereupon bearing Date the 7th
day of September last past & duly committed to be served & executed
according to Law to Ben Daniel White then & ever since a Deputy Sheriff
of our said County & turnable into our Court of Common Pleas
then next to be held at Springfield within & for our said County of
Hampshire on the second Tuesday of November last at which Court
last mentioned s^d Daniel White Deputy Sheriff as aforesaid made
Return of the same Writ of Execution & indorsed thereon that he the
said Daniel had made diligent search & could not find the Body
or any Estate (meaning of the said Paul) in his Power to satisfy
the same Execution, and the said Richard says that the said Paul
was dead and could not be found or his Body taken to satisfy the same
whereof the said Richard hath applied to us to provide Remedy
for him in that behalf against Moses Cookshin of Berkshire in our
said County of Hampshire Gent. who is a Deputy Sheriff under Richard Porter
Esq. Sheriff of said County of Hampshire who was Bail & surety for the said Paul
& return upon the original Writ of Execution & Return was returned not
only for his appearance at Court but also for his abiding & performing the
Judgments aforesaid - And to the End that Justice may be done & it is ordered
that you make known to the said Moses Cookshin who was Bail & surety

has said Paul as aforesaid that he be before some Justice of our County of Essex
moneth next to be holden at Springfield within for our County of Essex
before the third Tuesday of May next to show Cause if any he has where-
fore the said Richard ought not to have his Execution against him the said
Mops for his Damages & Costs aforesaid & Costs of his Suit &c

The Parties finally appear by Counsel agree that this Case be continued to the
next Term. and it is considered by the Court that they accordingly have
Day here in Court until the last Tuesday of August next

Silas Noble of Westfield in the County of Worcester Plaintiff vs Stephen Noble
of the same Westfield Gent^l Defendant in a Plea of the Case for that R^d Stephen
at Westfield on the 10th day of June last by his Note for Value received
promised said Silas to pay him on Order Thirteen pounds sixteen
shillings on Demand with Interest. Yet R^d Stephen the often requested
hath never paid the same but neglects it to the Damage of Silas
Twenty pounds. The Plea appears by Mops Bliff Esq^r his Att^r the Plea the
Three Times publicly called to come into Court makes Default of appear-
ance here. Wherefore it is considered by the Court that Silas do re-
cover against R^d Stephen Thirteen pounds eleven shillings & eleven
pence of lawful money Damages and Costs of suit taxed at our
pound seven shillings six pence. After all which the R^d Stephen
by Mops Church his Att^r comes into Court appeals from the Judgment
of this Court to the Supreme Judicial Court to be holden at Springfield
in & for the County of Hampshire on the fourth Tuesday of September
next and he recognises with sureties as the Law directs for R^d Stephen
prosecuting his Appeal with Effect as by R^d Progenance on File appears

Sible
Noble
1790

Joseph Metcalf of Orange in the County of Essex Plaintiff vs Daniel Hawks of
Peterborough in the County of Worcester Defendant in a Plea of the Case
for that said Daniel at said Springfield on the twenty fourth Day of August
last past by his Note of that Date for Value received promised the Plea
to pay him on Order Fifteen pounds lawful money within four
months from the Date of said Note with Interest. Yet R^d Daniel the
often requested hath not paid the same to the Damage of R^d Joseph
Twenty pounds. The Plea appears by Daniel Bigelow Esq^r his Att^r the
Plea the Three Times publicly called to come into Court makes Default of
appearance here. Wherefore it is considered by the Court that the said
Joseph do recover against R^d Daniel Fifteen pounds 13/6 of lawful
Money Damages & Costs of suit taxed at £2. 3. 6 & there of &c
Ex^{ra} July 12 1786

Metcalf
Hawks
1790

Ladoc Stayward of Orange in the County of Essex Plaintiff vs
William Smith Jun^r of New Salem in the same County Defendant in a Plea
in a Plea of the Case for that R^d William at Springfield on the eighth
Day of November last past by his Note for Value received promised
said the Plea to pay him on Order Seven pounds lawful money
half of R^d Sum at three months from that Date the other half by the
fourth day of April then next with Use of R^d William the often request-
ed hath never paid R^d Sum but neglects it to the Damage of the
said Ladoc Twenty pounds. The Plea appears by Daniel Bigelow
Gent^l his Att^r and the Plea the three Times publicly called to come into
Court makes Default of appearance here. Wherefore it is consid-
ered by the Court that the said Ladoc do recover against R^d William
Eight pounds thirteen shillings & eight pence of lawful money Dam-
ages & Costs of suit taxed at £2. 5. 2. After all which the R^d William
by Simon Strong Esq^r his Att^r comes here into Court appeals from
the Judgment of this Court to the Supreme Judicial Court to be holden at
Springfield in and for the County of Hampshire on the fourth day
of September next & he recognises with sureties as the Law directs for
R^d William prosecuting his Appeal with Effect as by R^d Progenance
on File does appear

Stayward
Smith
1791

Bucknall
Synde
1042

Annas Bucknall of Barnard in the County of Wiltshire & late of Vermont
County Deft in a Plea of the Case for that Jonathan A. Chisham Ordr
Springfield aforesaid on the 17th day of April last by his Note for Value recd
promised the Deft to pay him Ninety pounds & ten shillings & one
penny lawful money on demand with Interest. Yet Jonathan though
of the requested hath not paid & sum but neglects to do it to the Damage
of Annas thirty pounds. The Deft appears by Dan Bigelow Esq his Att^r
the Deft by Caleb Strong Esq his Att^r and they agree that this Case be continued
to the next Term & that Judgment be this final, and thereupon
it is considered by the Court that the s^d Parties have Day here in Court
until the last Thursday of August next after the third Tuesday of
May aforesaid

Law
Potter
1043

Moses Shaw of Palmer in this County Sheriff and Dan Potter Am.
boon Potter of Rowe in this County Sheriff and Dan Potter Deft in a Plea of
the Case for that s^d Ambrose A. Mearns Ordr at Palmer aforesaid
on the 17th day of January Anno Dom 1785 by his Note for Value recd
promised the Deft to pay him an Order for two pounds & ten shillings
lawful money on or before the first day of September then next with
lawful Interest. Yet s^d Ambrose though of the requested hath never paid
the same but neglects it to the Damage of the Deft for sixty pounds
The Deft appears by Abner Morgan Esq his Att^r the Deft by Caleb Strong Esq
his Att^r and agree that this Case be continued to the next Term. Judgment
then to be final, and thereupon it is considered by the Court that the
s^d Parties have Day here in Court until the last Tuesday of August
next

Babbitt
Hardul
1044

Erasmus Babbitt of Turbridge in the County of Worcester Physician
Plt for John Shaw Esq & Aaron Cadwell Esq both of Wilbraham in this
County Deft in a Plea of the Case for that s^d John & Aaron s^d Wilbraham
on the 16th day of February Anno Dom 1784 by their Note for Value recd
promised the s^d Erasmus to pay him an Order Twenty eight pounds lawful
silver money to be paid in One Year from the Date of s^d Note with Interest
till paid. Yet s^d John & Aaron nor either of them the requested have ever
paid the same but neglect to the Damage of s^d Erasmus twenty pounds
The Deft appears by Abner Morgan Esq his Att^r and the Deft the three
Times publicly called to come into Court make Default of appearance
here. Wherefore it is considered by the Court that s^d Erasmus do recover
against s^d John & Aaron Eleven pounds one shilling & three pence
of lawful money Damages & Costs of suit taxed at 2 shillings
After all which the s^d John & Aaron by Doughty Esq their Att^r
come into Court and appeal from the Judgment of this Court to the Supreme
Judicial Court to be holden at Springfield aforesaid on the fourth Tues-
day of September next & he recognises with Sureties as the Law directs
for their prosecuting their Appeal with Effect as by s^d Recognizance
on file does appear

Garret
Clarathon
1045

Timothy Garret of Palmer in this County Orman Plt for Thomas
M. Clarathon of the same Palmer Deft in a Plea of the Case
for that s^d Thomas & s^d Palmer on the 13th Day of December Anno Dom
1784 by his Note for Value recd promised s^d Timothy to pay him an
Order Thirteen pounds one shilling in One Year from the Date with
Interest. Yet s^d Thomas the requested hath not paid the same but ne-
glects it to the Damage of the s^d Timothy fifteen pounds
The Deft appears by Abner Morgan Esq his Att^r and the Deft the three
Times publicly called to come into Court make Default of appearance here
Wherefore it is considered by the Court that said Timothy do recover against
s^d Thomas Nine pounds one shilling of lawful money Damages & Costs of suit
taxed at 2 shillings. After all which the said Thomas by Doughty Esq
his Att^r

his Att^y comes into Court & appeals from the Judgment of the Court to the Supreme Judicial Court to be holden at Springfield aforesaid on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for S^r Thomas prosecuting his S^r Appeal with Effect as by S^r Recognizance on File does appear

Thomas Bell of Norwich in the County of Windham State of Vermont Plaintiff vs. Isaac Powers of Brimfield in the County of Franklin Defendant and Nathan Powers of Greenwich in the County of Sherburne Defendant in a Plea of the Case for that S^r Isaac & Nathan at S^r Springfield on the 10th day of September Anno Domini 1782. by their Note for Value recd^d promised one Jonathan Banforth to pay him or Order sixteen pounds nine shillings and four pence lawful Silver money within three years after the Date of said Note, and the said Jonathan there afterwards on the same Day by his Indorsement on said Note for Value recd^d ordered the Contents thereof to be paid to the Pl^{ff} whereof the Deft^s had notice so became liable & in consideration thereof promised the Pl^{ff} to pay him the same accordingly ~ Yet said Isaac & Nathan notwithstanding they have ever paid the same the requested, but neglected it to the Damage of S^r Thomas Twenty five pounds ~ The Pl^{ff} appears by Abner Morgan Esq^r his Att^y and the Deft^s the three Times publicly called to come into Court make Default of Appearance here ~ Wherefore it is considered by the Court that said Thomas do recover against Isaac & Nathan Twenty pounds one shilling & nine pence of lawful Money Damages and Costs of suit taxed at One pound twelve shillings & ten pence and thereof &c

Bell
Powers
No 46

Ex^{mo} May 24. 1786

Benjamin Cotton of Brimfield in this County Husbandman Plaintiff vs. John Sherman of the same Brimfield Gent^l Defendant in a Plea of the Case for that S^r John at S^r Brimfield on the twentieth day of April Anno Domini 1785 by his Note for Value recd^d promised said Benjamin to pay him Twenty one pounds of Silver money within six months from the Date with Interest after that time at 6% per Annum the of ten requested hath not paid & sum but neglected it to the Damage of said Benjamin Thirty pounds ~ The Pl^{ff} appears by Abner Morgan Esq^r his Att^y and the Deft^s the three Times publicly called to come into Court makes Default of Appearance here ~

Cotton
Sherman
No 47

Wherefore it is considered by the Court that the said Benjamin do recover against S^r John Thirteen pounds three shillings & ten pence of lawful money Damages & Costs of suit taxed at £ s. 13. 6

After all which the S^r John by Sam^l Williams Esq^r his Att^y comes into Court & appeals from the Judgment of the Court to the Supreme Judicial Court to be holden at Springfield aforesaid on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for S^r John prosecuting his S^r Appeal with Effect as by S^r Recognizance on File does appear

Nathaniel Danielson of Brimfield in this County Esq^r Plaintiff vs. John Wallis of Norwich in the County of Windham Defendant in a Plea of the Case for that S^r John at S^r Brimfield on the 15th day of September Anno Domini 1785 by his Note for Value recd^d promised said Nathaniel to pay him the sum of Twenty pounds lawful money on Demand with Interest at 6% per Annum the said John at S^r Brimfield on the 20th day of September Anno Domini 1785 by his other Note for Value recd^d promised said Nathaniel to pay him Ten shillings & four pence on Demand with Interest at 6% per Annum the requested hath not paid either of the said sums but neglected it to the Damage of said Nathaniel & c^t ~ The Pl^{ff} appears by Abner Morgan Esq^r his Att^y & moves that this Case may be continued to the next term without Costs to the Deft^s and it is thereupon considered by the Court that the said Parties have done so in Court accordingly until the last Tuesday of August next

Danielson
Wallis
No 48

Williams
Fairman
p 40

Isaac Williams of Norwich in the County of Suffolk Plaintiff Samuel Fairman of
Norwich aforesaid Defendant Depth in a Plea of the Case for that said Samuel at Nor-
wich aforesaid on the 18th Day of January Anno Domini 1775 by his Note of that
Date for Value received promised said Isaac to pay him Thirty seven Dollars on
Demand with Interest, and the Plaintiff that said Isaac the said Dollars are a
species of silver coin worth six shillings each - He said Samuel the said Isaac
requested hath not paid the same to said Isaac to his Damage Twenty five
pounds - The Plaintiff by Samuel Throckmorton Gent^l his Att^y and the
Def^t the three times publicly called to come into Court makes Default of ap-
pearance here - Wherefore it is considered by the Court that said Isaac
do recover against said Samuel Eighteen pounds thirteen shillings of
lawful money Damages & Costs of suit taxed at £11.3.4

After all which the said Samuel by John Kerkland Esq^r his Att^y comes
into Court & appeals from the Judgment of this Court to the Supreme
Judicial Court to be holden at Springfield aforesaid on the fourth Tues-
day of September next and he recognises with sureties as the Law di-
rects for said Samuel prosecuting his Appeal with Effect as by said
Recognizance on file does appear

Elliot
Curtis
p 50

Joseph Elliot Jun^r of Sutton in the County of Worcester Plaintiff Sarah
Curtis of Worthington in the County of Worcester Defendant on the
last Will & Testament of Elijah Curtis late of Worthington aforesaid dec^d
and in said Sarah's Depth in a Plea of the Case for that said Elijah in his
Life Time a Plaintiff Dec^d in Springfield aforesaid on the fourth Day of
April Anno Domini 1774 by his Note for Value received promised said Joseph
to pay him or his Order Three pounds one shilling seven pence two far-
things & Money on Demand with Interest. He said Elijah the said
requested in his Life Time hath not paid the Content of said Note nor
hath the said Sarah since the Death of said Elijah, the requested ever paid the
same but neglects it to the Damage of said Joseph Ten pounds

The Plaintiff by Samuel Throckmorton Gent^l his Att^y and the said Sarah
the three times publicly called to come into Court makes Default of ap-
pearance here - Whereupon it is considered by the Court that the said
Joseph do recover against the said Sarah in her said Capacity Five pounds
and six shillings of lawful money Damages & Costs of suit taxed at
£2.7.1 & thereof & Ex^{ca} May 29. 1786

True
Allen
p 51

John Stone of Chesterfield in the County of York Plaintiff Timothy Allen of
the same Chesterfield Defendant Depth in a Plea of the Case for that said
Timothy at Chesterfield aforesaid on the 21st Day of November last past by his
Note of hand for Value received promised said John to pay him Seventeen
pounds sixteen shillings on the fifteenth Day of April this next mean-
ing to pay the lawful Interest of said Sum from time of payment till paid
He said Timothy the said requested hath never paid the same to said
John but neglects it to the Damage of said John Twenty pounds

The Plaintiff by Samuel Throckmorton Gent^l his Att^y & the Def^t though
three times publicly called to come into Court makes Default of ap-
pearance here & Wherefore it is considered by the Court that said
John do recover against said Timothy Seventeen pounds & eighteen
shillings of lawful money Damages and Costs of suit taxed at
£1.18.4 - After all which the said Timothy by Caleb Strong Esq^r his
Att^y comes into Court & appeals from the Judgment of this Court to
the Supreme Judicial Court to be holden at Springfield aforesaid
on the fourth Tuesday of September next and he recognises with sure-
ties as the Law directs for said Timothy prosecuting his Appeal with
Effect as by said Recognizance on file does appear

Isaac Church of Worthington in this County Gent^l vs^d Dan Daniels of the same Worthington Husbandman Def^t in a Plea of Trespass on the Case for that said Daniels on the 30th day of March in the Year of our Lord one thousand seven hundred & eighty two by his Note of that Date for Value received promised said Isaac to pay him thirty pounds in three years from the Date with Interest. Yet said Dan the often requested hath not paid the Contents of said Note to said Isaac but neglects it to the Damage of said Isaac thirty five pounds. The Plea appears by Samuel Stickley Gentleman his Att^y and the Def^t the three times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Isaac do recover against said Dan thirty seven pounds eight shillings & six pence of Lawful Money Damages & Costs of Suit thereat at £19.0 & thereof &c.

Church
Daniels
N^o 52.

Ex^o p^o May 29. 1786

Margaret Hibbe of Bradford in the County of Stafford & State of Conventual Widow Pl^{ff} vs Oliver Webster late of Worthington in this County Yeoman Def^t in a Plea of Trespass on the Case for that said Oliver at Bradford Over at Springfield aforesaid on the fourth day of March Anno Domini 1786 by his Note for Value received promised the Pl^{ff} to pay her nine pounds ten shillings and six pence Lawful Money on Demand with Interest. Yet said Oliver the requested has never paid the same but neglects it to the Damage of said Margaret fifteen pounds. The Plea appears by Samuel Stickley Gent^l his Att^y and the Def^t the three times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the said Margaret do recover against said Oliver ten pounds four shillings and two pence of Lawful Money Damages & Costs of Suit thereat at £11.10 & thereof &c.

Hibbe
Webster
N^o 53

Ex^o p^o May 29. 1786

Benjamin Hunt of Northampton in this County Gent^l vs Deborah & Abigail of Thame in the County of Cheshire and State of New Hampshire Gent^l & Abigail his wife which said Deborah & Abigail are Executors of the last Will & Testament of Seth Hunt late of Northampton aforesaid Gent^l deceased & in said Capacity Pl^{ffs} vs Samuel Clap of Worthington in this County Husbandman Def^t in a Plea of Trespass on the Case for that said Samuel at Northampton aforesaid on the second day of July Anno Domini 1781 by his Note of that Date for Value received promised to the said Deborah & Abigail in their said Capacity to pay them fourteen pounds & four shillings in Lawful Silver Money upon Demand with Interest till paid. Yet said Samuel the requested has never paid the same to the Damage of the said Deborah & Abigail fifteen pounds.

Hunt
Deborah
Abigail
N^o 54

The Plea appears by Samuel Stickley Gent^l their Att^y and the Def^t the three times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Deborah & Abigail do recover against said Samuel ten pounds seven shillings and nine pence of Lawful Money Damages & Costs of Suit thereat at £10.9 & thereof &c.

Ex^o p^o May 27. 1786

Benjamin Hunt of Northampton in this County Gent^l vs Deborah & Abigail of Thame in the County of Cheshire & State of New Hampshire Gent^l & Abigail his wife which said Deborah & Abigail are Executors of the last Will & Testament of Seth Hunt late of Northampton aforesaid deceased and in said Capacity Pl^{ffs} vs Samuel Clap of Worthington in this County Husbandman Def^t in a Plea of Trespass on the Case for that said Samuel at Northampton aforesaid on the eleventh day of June Anno Domini 1782 by his Note for Value received promised to the said Deborah & Abigail to pay them or order on Demand six pounds four shillings and nine pence in Lawful Silver Money with Interest. Yet said Samuel the requested has never paid the same to the Damage of the said Deborah & Abigail fifteen pounds. The Plea appears by Samuel Stickley Gent^l their Att^y and the Def^t the three times publicly called to come into Court makes Default of Appearance here.

Hunt
Deborah
Abigail
N^o 55

Thereupon it is considered by the Court that said Ebenezer Jonathan Abigail
do recover against the said John, seven pounds fourteen shillings & one penny
of lawful money damages and costs of Court taxed at £2.4.0 & thereof
Expense of May 29. 1786

Poyersal
v
Gard
N^o 56

Peter Boyer of Boston in the County of Suffolk Esq^r & Ebenezer Weaver
of the same Boston Distiller Executors of the last Will & Testament of
of Zachariah Schoonsh Esq^r deceased & on said Capacity Pet^r & Ebenezer
Samuel Clary of Ashfield in the County of Hampshire Esq^r & John
in a Plea of Trespass on the Case for that said Samuel at Boston Vis.
at Springfield aforesaid on the sixteenth day of November Anno Domini
1779. by his Note under his hand for Value rec^d promised the
Schoonsh then alive to pay him or his Order six pounds lawful
Money on Demand with Interest yet said Samuel the requested
hath not paid the same to the Damage of this said Peter & Ebenezer
fifteen pounds. The Plea appears by Sprague Esq^r their Att^y
and the Deft^s the three times publicly called to come into Court
makes Default of Appearance here. Wherefore it is considered
by the Court that said Peter & Ebenezer do recover against
said Samuel Ten pounds twelve shillings & one penny of lawful
Money damages and costs of Court taxed at £2.19.2 and
thereof Expense of June 22. 1786

Eden
v
Field
p^o 57

Peter Boyer Esq^r & Ebenezer Weaver Distiller both of Boston in the County of
Suffolk Executors of the last Will & Testament of Zachariah Schoonsh Esq^r
deceased Pet^r & Ebenezer Field of Woburn in the County of Hampshire
Gutternan Deft^s in a Plea of Trespass on the Case for that said Peter at
Springfield aforesaid on the twenty fifth day of August Anno Domini
1774 by his Note for Value rec^d promised said Schoonsh then alive
to pay him or his Order Eighty four pounds twelve shillings & eight
pence three farthings lawful Money on Demand with lawful Interest
yet said John the requested hath never paid the same, to the Damage
of said Peter & Ebenezer one hundred pounds. The Plea appears by
Sprague Esq^r their Att^y and the Deft^s by Simon Strong Esq^r
his Att^y and moves that this Case may be continued to the next Term
and thereupon it is considered by the Court that said Peter & Ebenezer
have Day here in Court until the last Tuesday of August next

Schoonsh v
Gard
p^o 58

Peter Schoonsh late of Boston & Ebenezer Weaver of Boston aforesaid in the
County of Suffolk Distiller Pet^r & Ebenezer Field of Woburn in the County
of Hampshire Esq^r Deft^s in a Plea of Trespass on the Case for that said Peter
at Boston Vis. at Springfield on the twenty second day of May Anno Domini
1774. by his Note for Value rec^d promised said Schoonsh Weaver to pay
him or Order Nine pounds six shillings & eight pence lawful Money within
two months with Interest yet said John the requested hath not paid
the same, to the Damage of said Schoonsh Weaver Thirty pounds
The Plea appears by Sprague Esq^r their Att^y and the Deft^s the three
times publicly called to come into Court makes Default of Appearance
here. And thereupon it is considered by the Court that this Case be
continued per Judgement until the next Term three of the last Tuesday
of August next

Pates
Shley
N^o 37

Nathaniel Pates of Granville in the County of Traver. Plaintiff in Debt vs. Job Phelps of the same Granville Defendant in Debt in a Plea of the Case for that said Job Phelps on the first day of April Anno Domini 1784 by his Note for Value received promised the Plaintiff to pay him or Order Four pounds fifteen shillings & four pence lawful Silver Money on Demand with the Interest - Also for that said Job Phelps on the fourth day of March Anno Domini 1785 by his Note for Value received promised the Plaintiff to pay him or Order fifteen shillings & four pence lawful Silver Money within three months from the Date with the Interest, which said Note & Pay on the same day endorsed & ordered to be paid to Nathaniel whereof said Job Phelps had immediate Notice, and became liable & promised to pay the same accordingly - Also for that said Job Phelps on the 30th day of March Anno Domini 1786 was justly indebted to said Nathaniel in the sum of twelve shillings & six pence lawful Money to balance book account. said Job Phelps in consideration thereof promised said Nathaniel to pay him said sum or Demand - Yet said Job Phelps the requested hath never paid either the sum or Demand - Therefore said Nathaniel, to his Damage Fourteen pounds - The Plaintiff appears by John Phelps Gent^l his Att^y and the Def^t the three times publicly called to come into Court makes Default of appearance here - Therefore it is considered by the Court that said Nathaniel do recover against said Job Phelps Six pounds fifteen shillings & four pence lawful Money Damages & Costs of Suit taxed at £1.10.2 & there of &c
Ex^{mp} May 25. 1786

Phelps vs Pates
Bunderr
p 60

Olivier Phelps of Granville in the County of Traver. Plaintiff in Debt vs. Job Phelps of the same Granville Defendant in Debt in a Plea of the Case for that said Job Phelps on the 31st day of March Anno Domini 1784 by his Note for Value received promised the Plaintiff to pay him or Order Twenty five pounds thirteen shillings & ten pence lawful Money with lawful Interest - Also for that said Job Phelps on the 31st day of October Anno Domini 1785 by his Note for Value received promised the Plaintiff to pay him or Order fifteen pounds nineteen shillings & ten pence lawful Money on Demand with the Interest - Also for that said Job Phelps on the 28th day of January Anno Domini 1785 by his Note for Value received promised the Plaintiff to pay him or Order One pound nineteen shillings & five pence lawful Money on Demand with the Interest - Yet said Job Phelps the requested hath never paid said Note, or either of them, to the Damage of said Olivier Twenty pounds - The Plaintiff appears by John Phelps Gent^l his Att^y & the Def^t the three times publicly called to come into Court makes Default of appearance here - Therefore it is considered by the Court that said Olivier do recover against said Job Phelps Forty seven pounds eleven shillings & five pence of lawful Money Damages & Costs of Suit taxed at £1.10.2 & there of &c
Ex^{mp} May 25. 1786

Phelps vs Pates
Bunderr
p 61

Lemuel Titch of Granville in the County of Traver. Plaintiff in Debt vs. Job Phelps of the same Granville Defendant in Debt in a Plea of the Case for that said Job Phelps on the 22nd day of January Anno Domini 1782 by his Note for Value received promised the Plaintiff to pay him or Order Ten pounds two shillings & two pence lawful Money meaning lawful Money upon Demand with lawful Interest - Yet said Job Phelps the requested hath never paid the same to the Damage of said Lemuel Twelve pounds - The Plaintiff appears by John Phelps Gent^l his Att^y and the Def^t the three times publicly called to come into Court makes Default of appearance here - Therefore it is considered by the Court that said Lemuel do recover against said Job Phelps Seven pounds thirteen shillings & eleven pence of lawful Money Damages & Costs of Court taxed at £1.10.2 & there of &c
Ex^{mp} May 25. 1786

Robinson Esq Timothy Robinson Esq & Dan Robinson Gent. both of Granville in this County
Plffs vs Joseph Miller, of Granville aforesaid Yeoman Administrator on the
Estate of Joseph Miller deceased Deft in said Plea that said Joseph Miller to & said
Timothy & Dan Two hundred pounds lawful money which to the said Joseph
owed & which from them the said Timothy & Dan Joseph Administrators
unjustly detain & whereupon the said Timothy & Dan complain for that where
as said Deceased in his last Will on the fourth Day of June Anno Domini
1767 by his Bond obligatory of that Date in Court to be produced bound and
obliged himself unto the said Timothy & Dan in their sum of Two hundred pounds
lawful money to be paid them whenever after the death required by the
said Joseph deceased, in his last Will never paid the same, nor hath the
said Administrator, the requested ever paid the same to the Damage of
said Tim^r & Dan Two hundred pounds
The Parties appear and it is by the Court considered that they have Day
here in Court until the last Tuesday of August next

Warner
Lucas
No 63.
Robert Warner of Middleton in County of Middlesex aforesaid of Commerce
Gent. Plff vs Samuel Lucas of Sandisfield in the County of Berkshire
Trader Deft in a Plea of Trespass on the Case for that the said Robert aforesaid having
purchased on the 17th day of April 1786 was possessed of One Chestnut Gelding Horse
of the Price of Forty pounds as of his own proper estate, and being so possessed
purchased the same Horse the said Robert casually lost afterwards on the same
Day aforesaid at Springfield by finding same into the hands of if you
of said Samuel & the said Samuel then others will know that this same
Horse was the Horse & Estate of the said Robert & of right to him to belong, yet con
triving to deceive & defraud the said Robert of the said Horse, converted & disposed of the
Horse to his own use, to the Damage of said Robert Forty pounds
The said Parties appear and agree that this Case be continued to the next Term
and it is considered by the Court that they accordingly have Day here in Court
until the last Tuesday of August next

Robinson
Champion
No 64
Dan Robinson of Granville in this County Gent. Plff vs Reuben Champion
of West Springfield in this County Yeoman Deft in a Plea of Trespass on the
Case for that said Reuben at West Springfield on the 9th day of April Anno
Domini 1783, by his Note for Value rec^d promised said Dan to pay him
Sixty pounds lawful silver or money one half in twelve months the
Remainder in eighteen months with lawful Interest till paid yet
said Reuben the requested hath not paid the same, to the Damage of
said Dan Sixty pounds - The Plff appears by John Phelps Gent. his Att^y
and the Deft the three Times publicly called to come into Court makes
Default of appearance here - Wherefore it is considered by the Court
that the said Dan do recover against said Reuben Forty five pounds over his
fine and three pence of lawful Money Damages & Costs of Court taxed
at the said - After all which the said Reuben by Justin Ely Esq^r his
Att^y comes into Court & appeals from the Judgment of this Court to
the Supreme Judicial Court to be holden at Springfield in & for the
County of Hampshire on the fourth Tuesday of September next & he recog
nizes with Sureties as the Law directs for said Reuben prosecuting his
said Appeal with Effect as by said Recognizance on File does appear -

Holcomb
Ellis
No 65
Eldad Holcomb of Granville in this County Yeoman, Plff vs William Ellis
of Granville aforesaid Gent. Deft in a Plea of Trespass on the Case for that
said William at said Granville on the 15th day of September Anno Domini
1784 by his Note for Value rec^d promised the said Eldad to pay him thirty three
pounds and twelve shillings in Cash at the Appraisement of six Appraisers
Men, to be delivered at said Eldad's Dwelling House by the first day of May Anno
1786 with Interest - The Plff avers he has always been ready to receive said

Butter, yet said William the requested hath never performed his said Promise
but the said A. to the Damage of said Edward Forty pounds
The said appears by John Phelps Gent^r his Att^r and the Deft the three times
publicly called to come into Court makes Default of appearance here
Wherefore it is considered by the Court that said Edward do recover against
said William Thirty two pounds four shillings eight pence lawful
Money Damages & Costs of Suit taxed at £12.0.0

After all which the said William appears by Moses Bliss Esq^r his Att^r and
appeals from the Judgment of this Court to the Supreme Judicial Court
to be holden at Spring field in & for the County of Hampshire on the fourth
Tuesday of September next and he requires with further as the Law
directs for said William presenting his Appeal with Effect as by said
Requisition on this does appear

Jacob Blair of Blanford in this County Appearant vs. Blair
Jesse Gordon of Montgomerie in this County Jesse's Deft.
in a Plea of Ejectment wherein said Jacob demands against
said Jesse Thirty Acres of Land with the Appurtenances lying
in said Montgomerie whereon said Gordon now lives, whereupon
said Jacob says that in a Title of Deed within two Year last
past he was seized of the same in his Demesne as of his
Inheritance in Fee taking the Profits thereof to the Value of Forty
Shillings by the Year & that said Gordon hath unjustly & without Judgment
enterd therein & ejected the said Plaintiff & unjustly hold him out to his Damage
Forty pounds The Parties appear & agree to refer this Case with
all Demands to the Judgment & Award of John Doolittle Esq^r
Ferguson & David Sackett the Award of them or either of them
to be final Judgment to be made & had upon it accordingly

Blair
Gordon
No 66

And it is considered by the Court that said Parties have
Day here in Court until the next Tuesday of August next

John Lee Jun^r of Westfield in this County Trader vs. John Shank of Lee
Southwick in this County Gent^r Deft in a Plea of Trespass on the Case for that
said Shank at said Westfield on the fourth Day of June Anno Domini 1785. Shank
was indebted to the Plaintiff in the Sum of Four pounds six shillings & eight
pence lawful Money for the like Sum of Money before that Time had received
by said Shank to the Use of the said Lee & being so indebted then & there pro
mised to pay said Lee to pay the same on Demand & And afterwards
on the twenty sixth Day of June aforesaid at said Westfield he said
John Shank by his Note under his hand for Value received promised said
Lee to pay him or Order Thirteen shillings & eight pence lawful Money
on Demand & And afterwards at said Westfield on the eighteenth day
of October last past the said John Lee Jun^r at the special Request & Request
of said Shank sold & delivered to him sundry Goods Wares & other handiells &
said Shank thereupon in Consideration thereof assumed on himself &
promised said Lee to pay him therefor so much Money as said Goods were
worth, and said Lee avers that said Goods were worth Twenty one shillings
and four pence & yet said Shank the Defendant has never paid either the
Sum aforesaid to the Damage of the said Lee Nine pounds The said Parties appear
by Council and agree that this Case be continued to the next Term Judgment then to be
final & And therefore it is considered by the Court that they accordingly have Day
here in Court until the last Thursday of August next

Shank
No 67

Spelman
Rising
N^o 68

Eber Spelman of Granville in this County Geoman Defendant in a Plea of the Case for the Case on Southwick in this County Geoman Plaintiff in a Plea of the Case for the Case that said Benjamin at said Southwick on the twentieth day of June last by his Note for Value received promised said Eber to pay him his ten pounds lawful Money worth of Most Cattle at hand & more price to be appraised by indifferent Men mutually chosen by the last Day of November then next & the Plaintiff avers he has always been ready to receive said Cattle yet said Benjamin the requested hath never performed his said Promise but neglects it to the Damage of said Eber twelve pounds. The Plea appears by John Phelps Gent^l his Att^y and the Deft the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the said Eber do recover against the said Benjamin six pounds three shillings & seven pence Damages & Costs of Suit taxed at £1¹ 10⁰ 0.

Phelps
Towers at
N^o 69

Aaron Phelps of Westfield in this County Geoman Plaintiff & Silas & Samuel Southwick Gent^l & Samuel Fowler of Westfield Gent^l both in this County Defendant in a Plea that they render to Aaron Fifteen pounds which to him they owe & from him and withy detain & wrong & said Aaron says that at Westfield on the 28th day of November last past & Silas & Samuel by their Recognizance taken before Samuel Mathis Esq^r of the same Date in Court to be produced acknowledged themselves to be bound and obliged to the said Aaron in the sum of fifteen pounds lawful Money to be paid to the said Aaron on Default of the said Silas & Samuel, pursuing & bringing forward his Plea & being forward his Suit for a Trial of his Title to a certain Lot of Land lying in the said Town of Westfield in hundred Bere to be called on which a Turf is alleged to have been committed by the said Silas on the said Aaron's Land & the next Court of Common Pleas to be holden at Northampton in the said County & pay & satisfy all such Damages & Costs as by the Court should be awarded against him. said Aaron avers that said Silas & Samuel never pursued & brought forward his Plea at said Court or any ways satisfied him the said Aaron the sum where by Aaron hath agreed to said Aaron to have Demand of Silas & Samuel the sum of fifteen pounds which they or either of them have not paid, which is to the Damage of said Aaron Thirteen pounds. The Plea appears by John Phelps Gent^l his Att^y and the Deft the three Times publicly called to come into Court make Default of Appearance here. Thereupon it is considered by the Court that said Aaron do recover against the said Silas & Samuel five pounds of lawful Money Debt & Costs of Suit taxed at £4¹ 6⁰ & there of. Exon^{is} June 14. 1786.

Darks Esq^r
Senior
N^o 70

Warham Fairbanks of Westfield in this County Esq^r Plaintiff Amos Johnson of Southwick in this County Geoman Defendant in a Plea of the Case for that said Amos on the fourth day of August Anno Dom^o 1783 by his Note for Value received promised said Warham to pay him or Order Four pounds ten shillings & five pence lawful Money on Demand with Interest yet said Amos the requested hath never paid the same, but neglects it to the Damage of said Warham Ten pounds. The Plea appears by Edward Walker Esq^r his Att^y and the Deft the three Times publicly called to come into Court makes Default of Appearance here. And it is hereby considered by the Court that said Warham do recover against the said Amos five pounds five shillings & 5⁰ of lawful Money Damages and Costs of Suit taxed at £4¹ 6⁰ & there of. Exon^{is} June 18. 1786.

Warham Parks of Westfield in this County Esq^r Plff^r vs Robert Procter of
Chester in this County Gent^l Deft in a Plea of the Case for that said
Robert on the twenty fourth Day of July Anno Dom. 1782 by his Note for
Value rec^d promised said Warham to pay him or Order Six pounds nine
shillings & four pence lawful Money on Demand with Interest till paid
yet said Robert the often requested hath never paid the said sum but
neglects it to the Damage of said Warham Fifteen pounds

145
Parks Esq^r
Procter
No 71

The Plff appears by Edward Walker Esq^r his Att^y and the Deft the three
Times publicly called to come into Court makes Default of appearance
here - Wherefore it is considered by the Court that said Warham do
recover against said Robert Seven pounds eighteen shillings & one
penny of lawful Money Damages & Costs of Suit taxed at L^h 9.0 and
three p^{ts} &c

Ex^o p^o June 16. 1786

Warham Parks of Westfield in this County Esq^r Plff^r vs James Clark of
Chester in the same County Gent^l Deft in a Plea of the Case for that said James at Norwich
in the same County on the 19th day of July Anno Dom. 1784 by his Note for Value rec^d
promised said Warham to pay him Five pounds five shillings & seven pence
lawful Money with Interest till paid and James the requested hath never paid
the same to the Damage of said Warham Twelve pounds - The Plff appears
by Edward Walker Esq^r his Att^y and the Deft the three Times publicly called to come
into Court makes Default of appearance here - Wherefore it is considered
by the Court that said Warham do recover against said James Five pounds
eighteen shillings & one penny of lawful Money Damages & Costs of Suit
taxed at L^h 8.10 & three p^{ts} &c

Idem
Clark
No 72

Warham Parks of Westfield in this County Esq^r Plff^r vs William French
of Mountgomerie in this County Yeoman Deft in a Plea of the Case for that
said William at Blomfield in this County on the 8th day of November
Anno Dom 1782 by his Note for Value rec^d promised said Warham to
pay him or Order Nine pounds six shillings & three pence lawful
Money on Demand with Interest - yet said William the requested
hath not paid the same but neglects it to the Damage of said Warham
Eighteen pounds - The Plff appears by Edward Walker Esq^r his Att^y
and the Deft the three Times publicly called to come into Court makes Default of
appearance here - Wherefore it is considered by the Court that said Warham
do recover against said William Seven pounds five shillings & four pence
lawful Money Damages & Costs of Suit taxed at L^h 7.10 & three p^{ts} &c

Idem
French
No 73

Warham Parks of Westfield in this County Esq^r Plff^r vs John Diver of Blom
ford in this County Yeoman Deft in a Plea of the Case for that said John at Blom
ford on the 26th day of February Anno Dom. 1783 by his Note for Value rec^d promised
said Warham to pay him Seven pounds three shillings & eight pence lawful
Money on Demand with Interest till paid - yet said John the requested hath
not paid the same to the Damage of said Warham Twenty pounds -
The Plff appears by Edw Walker Esq^r his Att^y and the Deft the three Times pub-
licly called to come into Court makes Default of appearance here - Wherefore
it is considered by the Court that said Warham do recover against said John
Twelve pounds & four pence of lawful Money Damages & Costs of Suit taxed
at L^h 9.0 & three p^{ts} &c

Idem
Diver
No 74

Warham Parks of Westfield in this County Esq^r Plff^r vs Samuel Danks of Blom
ford in this County Yeoman Deft in a Plea of the Case for that said Samuel at Blom
ford in this County on the 19th day of June Anno Dom. 1783 by his Note for Value rec^d promised
said Plff to pay him Three pounds three shillings & ten pence on Demand with
Interest - yet said Samuel the requested has not paid the same to the Damage of
said Warham Ten pounds - The Plff being called is non suit - The Deft appears by Robert
Phipps Esq^r his Att^y for his Costs and is considered by the Court that said Samuel do recover
against said Warham his Costs taxed at 15/11 & three p^{ts} &c

Idem
Danks
No 75

Barks
Cato
No 76

Warham Parks of Westfield in this County Esq. Plaintiff vs. Selah Clark of Blanford in this County Yeoman Defendant in a Plea of the Case for that Selah Clark of Blanford in this County on the 13th day of August last Term 1784 by his Note for Value received promised Warham to pay him on Order Twelve pounds seven shillings and three pence lawful Money on Demand with Interest but yet said Selah Clark the requested hath never paid the same to the Damage of the said Warham Eight pounds The Plaintiff appears by Edw. Walker Esq. his Att. and the Defendant the three Times publicly called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that Warham do recover against Selah Clark Four pounds eight shillings & three pence of lawful Money Damages & Costs of Suit taxed at £ 1. 10. 0 & three of it
Exon. p. June 16. 1786

Idem
Gundy
No 77

Warham Parks of Westfield in this County Esq. Plaintiff vs. Peter Brundy of Montgomery in this County Gent. Defendant in a Plea of the Case for that Peter Brundy of Montgomery on the 26th day of August last Term 1782 by his Note for Value received promised the Plaintiff to pay him on Order Twelve pounds eleven shillings & two pence lawful Money on Demand with Interest but yet said Peter Brundy the requested hath not paid the same to the Damage of said Warham Twenty five pounds The Plaintiff appears by Edw. Walker Esq. his Att. and the Defendant the three Times publicly called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that Warham do recover against said Peter Brundy Seven pounds seven shillings & eight pence of lawful Money Damages and Costs of Suit taxed at £ 1. 7. 6 & three of it
Exon. p. June 16. 1786

Idem
Gould
No 78

Warham Parks of Westfield in this County Esq. Plaintiff vs. Eben Brewster Gould of Garville in this County Gent. Defendant in a Plea of the Case for that Eben Brewster of Garville in this County on the third Day of June last Term 1781 by his Note for Value received promised Warham to pay him Twenty Spanish milled Dollars equal to six pounds on Demand with Interest but yet said Warham the requested hath never paid the same to the Damage of said Warham Ten pounds The Plaintiff appears by Edward Walker Esq. his Att. and the Defendant the three Times publicly called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that said Warham do recover against Eben Brewster Seven pounds fifteen shillings and five pence of lawful Money Damages & Costs of Suit taxed at £ 1. 8. 0 & three of it
Exon. p. June 16. 1786

Tally
Derby
No 79

Richard Tally of Westfield in this County Gent. Plaintiff vs. William & Jacob Windsor of Windsor both late Residents at Windsor in the County of Berkshire now of the State of Vermont Yeomen and William Clark of Windsor aforesaid Esq. Defendants in a Plea of the Case for that the said Defendants Windsor on the 24th day of March Anno Domini 1783 by their Note for Value received promised the Plaintiff to pay him six pounds lawful Money in six months from the Date with Interest but yet said Plaintiff nor either of them the requested have ever paid the same but neglected to the Damage of said Richard Tally ten pounds The Plaintiff appears by Edward Walker Esq. his Att. and the Defendants William Clark one of the Defendants aforesaid & who only has been summoned to answer to this Suit by Ashbell Strong Gent. his Att. and they agree that this Case be continued to the next Term and it is considered by the Court that said Parties have Day here in Court untill the last Tuesday of August next after the third Tuesday of May aforesaid

Phillips
Phillips
No 80

Mary Phillips of Smithfield in the County of Providence & State of Rhode Island Spinster Plaintiff vs. Elisha Phillips of Weymouth in this County Yeoman Defendant in a Plea of the Case for that said Elisha aforesaid Springfield on the thirtieth day of October Anno Domini 1776 by his Note for Value received promised Mary to pay her on Order six pounds eight shillings

shillings lawful money on Demand with Interest. Yet said Elisha the often re-
quested hath never paid the same to the Damage of the said Mary. Twenty pounds.
The Plea appears by John Hooker Gent^l his Att^y and the Def^t the three Times
publicly called to come into Court makes Default of Appearance here
Whereupon it is considered by the Court that s^d Mary do recover against
said Elisha Ten pounds seven shillings & two pence of lawful Mo-
ney Damages and Costs of Suit taxed at £18.00 and there of s^d
Ex^{ra} p^{re} May 15. 1787

Abel Leonard of West Springfield in the County of Norman Pl^{ff} vs Leonard
Samuel Flowers of the same West Springfield Gent^l Def^t in a Plea of Tres.
pass for that said Samuel at s^d West Springfield on the first day of September
last past and at divers days & Times between the said first day of
September and the first day of April current one Close of the said Abel
thru with Force & Arms did break & enter & one thousand of the said
Abel Oak Trees then on said Close standing & growing of the Value of
Nineteen pounds did cut down destroy & carry away & other Enormities
and Injuries to the said Abel then & there did contrary to Law & against
the public Peace of the Commonwealth and to the Damage of s^d Abel
Nineteen pounds. The Plea appears by John Hooker Gent^l his Att^y
and the Def^t by Joseph Bluff Esq^r his Att^y and they agree that this can
be continued to the next Term. And thereupon it is considered by the
Court that said Parties have Day here in Court untill the last Tuesday
of August next

John Worthington of Springfield in the County of Essex Pl^{ff} vs Ebenezer
Stebbins of the same Springfield of Norman Def^t in a Plea of the Case for
that said Ebenezer at s^d Springfield on the twenty seventh Day of September
Anno Domini 1774 by his Note for Value rec^d promised s^d John to pay
him fifteen pounds nineteen shillings on Demand with Interest. Also
for that said Ebenezer at s^d Springfield on the twenty seventh day of s^d May in
the Year of our Lord 1784 by his Note for Value rec^d promised said John to pay
him or his Order Twenty seven pounds nine shillings & seven pence lawful s^d Ebenezer
Money on Demand with the lawful Interest. Yet s^d Ebenezer the often requested
hath never paid either the sum aforesaid but neglects it to the Damage
of said John One hundred pounds. The Plea appears by John Hooker
Gent^l his Att^y and the Def^t the three Times publicly called to come into Court
makes Default of Appearance here Whereupon it is considered by the Court
that said John do recover against s^d Ebenezer Forty five pounds eight
shillings and seven pence of lawful Money Damages & Costs of Suit taxed at
one pound two shillings and two pence & there of s^d Ex^{ra} p^{re} May 25 1787

Worthington
Stebbins
No 82

Caleb Cooley of Long Meadow in the County of Norman Pl^{ff} vs William Thayer
of Brooklyer in the County of Suffolk North & William Burston of Boston
in the same County Merchants Def^t in a Plea of the Case for that said
Thayer and Burston on the twenty fifth day of March last past at Springfield
aforesaid being indebted to said Caleb in the sum of thirty pounds lawful money
by them the said Thayer & Burston before that same time had and received to the
Use of the said Caleb, and being so indebted they the said Thayer & Burston after-
wards Visp on the same Day at Springfield aforesaid in Court in Court
then & there undertook and partly paid promised the said Caleb that they would
well and truly pay to him the said Caleb said sum of thirty pounds whenever
they should be thereto required. Yet the often requested said Thayer & Burston
have never paid the same but neglects it to the Damage of s^d Caleb Eight
pounds. The Plea appears by John Hooker Gent^l his Att^y and the Def^t by
their Att^y and move that this case may be continued to the
next Term. And it is considered by the Court that said Parties have Day
here in Court untill the last Tuesday of August next

Cooley
Thayer & Burston
No 83

Morgan
vs
Muller & al
No 34

Aaron Morgan of Springfield in this County Plaintiff vs Eunice Miller
Widow & Herman Miller Gardwainer both of West Springfield in the same
County Defendants in a Plea of the Case for that said Eunice & Herman at said
Springfield on the tenth Day of September Anno Domini 1785 by their
Note for Value recd promised due Ruggles Clerk to pay him or Order Eight
pounds eleven shillings & six pence money on Demand with the lawful Interest
for the same till paid and afterwards on the same tenth day of September
at said Springfield the said Ruggles by his Indorsement on said Note
assigned the same to said Aaron and ordered the Contents thereof then
wholly unpaid to be paid to said Aaron of which the said Eunice &
Herman then & there instantly had Notice & so became liable to pay
the Contents of said Note to said Aaron according to the Tenor thereof
and being so liable they the said Eunice & Herman then & there in
consideration thereof promised & agreed to pay him the same amount
due on Demand - & yet the said Eunice & Herman
have never paid the same but neglected it to the Damage of said
Aaron Nineteen pence - The Plf appears by John Hooker Esq^r
his Att^y and the Defts the three Times publicly called to come into
Court make Default of appearance here Wherefore it is considered
by the Court that said Aaron do recover against said Eunice &
Herman Eight pounds eight shillings & three pence of Lawful Money
Damages & Costs of Suit taxed at £. 4. 12

Whereupon the said Eunice & Herman by Justin Esq^r their Att^y
come into Court & appeal from the Judgment of this Court to the
Supreme Judicial Court to be holden at Springfield and for
the County of Hampshire on the fourth Tuesday of September next
and heretofore were with the Justices for said Eunice & Herman pro
curing their said Appeal with Effect as by said Rejoinder
on File does appear

Bowie
vs
Wilson
No 85

Benjamin Bowie of Blanford in this County Plaintiff vs Samuel
Wilson of Colrain in this County Defendant in a Plea of the Case for that Samuel at
Colrain aforesaid on the twelfth day of January Anno
Domini 1785 by his Note for Value recd promised said
Benjamin to pay him or Order Twenty five pounds eight shillings
Six pence by the first day of July then next Interest till paid
& yet Samuel the said requested hath never paid the same but neg
lected it to the Damage of the said Benjamin Thirty pence

The Plf appears by C Strong Esq^r his Att^y & moves that this Case may be
continued to the next Term because the Deft is out of this State
and therefore it is considered by the Court that the said Parties have
leave to come in till the last Tuesday of August next

William Field
vs
Field & al
No 86

William Field of Brookline in this County of Suffolk Plaintiff vs David
Field Esq^r & Samuel Field Esq^r & al Defendants in a Plea of the Case for that the said David Field Samuel Field David
Field Esq^r & al on the first day of January Anno Domini 1785 by their Note for Value recd promised the Plf to pay him or
Order Ten hundred & sixty eight pounds seven shillings & three pence
half penny Lawful money on Demand with the lawful Interest till paid
yet said David Samuel David Esq^r & al have not yet paid the same but neglected it to the Damage of said William
Field Ninety hundred pounds - The Plf appears by Caleb Strong Esq^r his Att^y
& moves that this Case may be continued to the next Term because the Defts are out of this State
and therefore it is considered by the Court that the said Parties have leave to come in till the last Tuesday of August next

Solomon Hodder of Northampton in this County Esq^r vs
Thomas Bell of Cobrain in the same County Yeoman & his
wife called Gentlemen Daphin & her of Turpass on the Cur.
for that said Thomas at Northampton on the first day of May Anno Dom
1773. by his Note paid & received promised said Solomon to pay him
or Order Fifteen pounds lawful money on Demand with lawfull interest
till paid Yet said Thomas the other requested hath not paid the same
but neglects it to the Damage of the said Solomon Thirty pounds

The Pl^{ff} appears by Caleb Strong Esq^r his Att^y and the Def^t the three
Times publicly called to come into Court makes Default of Appearance
here After all which the Pl^{ff} appears by John Throckley Gent^l
his Att^y and said Parties agree that this case be continued for Judgment
to the next Term And it is considered by the Court that said Parties
have day here in Court untill the last Tuesday of August next

Black Chandler of Worcester in the County of Worcester Gent^l vs
Thaddeus Newton late of Murreysfield in this County Yeoman & his
wife called Thaddeus Newton of Chester in this County Yeoman Def^t
in a Plea of Ejectment wherein he demands against the s^d Thaddeus
the Possession of the Tract or parcel of Land lying in Chester aforesaid
with the Appurtenances which is hereafter mentioned & described to
wit a certain Tract of Land here to fore lying in Murreysfield in s^d
County of Hampshire situate on each side of the Road leading
from Fairmans to the Meeting House and is the whole of the s^d
Number Nine in the first Division containing about one hundred and
twenty Acres be the same more or less excepting only thirty three Acres
which the said Thaddeus sold to Davenport Williams Joseph Henry
and James Black & the s^d Clark saith that the s^d Thaddeus being lawfully
seized and possessed of the s^d Demanded Premises with the Appur
tenances in his Demesne as of Fee by his Deed duly executed at North
ampton on the fifth day of July in the Year of our Lord one thousand
seven hundred & eighty two acknowledged registered in Court to be
produced for the Consideration of Eighty two pounds lawful money barg
ained sold & conveyed the s^d Demanded Premises with the Appurtenan
ces to the s^d Clark Chandler to hold to him his Heirs & Assigns forever in
Fee simple by Force of which Deed the s^d Clark thereupon became in
stantly seized of the s^d Demanded Premises and Appurtenances in his
Demesne as of Fee taking the Profits thereof to the Value of five pounds
by the Year & ought to have remained in the Fee in a Possession thereof
but the s^d Thaddeus hath from that time entered into the Possession of
the s^d Demanded Premises without any Right so to do hath dispossessed
the s^d Clark thereof & still unjustly & forcibly holds him out
of the same to the Damage of the said Clark one hundred pounds

The Pl^{ff} appears by Caleb Strong Esq^r his Att^y and moves that
this case maybe continued to the next Term because he says the
Def^t is out of the state And thereupon it is considered by the
Court that said Parties have Day here in Court untill the last Tuesday
of August next

Nathan Wickins of Conway in this County Yeoman vs
late of a Plantation called Numbur cony the Defendant but his name upon
way aforesaid Gent^l Def^t in a Plea of Trespass wherein the s^d Plaintiff complains
that s^d Defendant at Conway aforesaid on the 25th day of October Anno Dom
1783. with force & Arms one red Roan Horse of him the said Nathan
of the Price of Eighteen pounds found abroad & carried away to be carried
away & disposed of to the said Defendant & against the Peace & to the Damage
of the said Nathan Twenty pounds The s^d Parties severally appear & agree to
refer this Case to the Judges of the Court & Determination of s^d Judges
Israel Chapin Esq^r & s^d David Billings the s^d Defendant to be made up & execution
to be returned into this Court & Judgment to be made up & execution
if need accordingly And the s^d Parties have Day here in Court untill the last
Tuesday of August next

[illegible]

Charles Ward of the City of New York in the County & State of New York Esq. vs. James Bowdoin of Boston in the County of Suffolk Esq. & David Munn of Northborough in the County of Worcester in New England. in a Plea wherein the said Charles Ward Esq. demands against the said James Bowdoin Esq. & David Munn Esq. & the sum of the other Tracts of Land herein after mentioned & described with the Appurtenances lying & being in Blanford in the County of Hampshire, to wit the Lot Number Four Number Eight, Number Eleven and Number Thirteen, and whereupon the said Charles Ward Esq. says that he within the City aforesaid hath in a Title of Fine was seized of the demanded Premises with the Appurtenances in his Demesne as of fee & Right taking the Profits thereof to the

Value of Five pounds by the Year and still bought quietly to hold & possess the same - Nevertheless the said James Bowdoin & Daniel Munroe within the said Term of thirty years unjustly and without Judgment entered into the said demanded Premises & kept it that Demandant therefrom & still unlawfully & force & hold him out of the Possession of the same to the Damage of the said Charles Ward three hundred pounds

The said Parties appear and agree that this Case be referred to the final Determination of William Cushing Esq. of the Court of the Admiralty & Gorham Esq. of Charleston & John Lowell Esq. & further to try and determine the Title to said Land & the Rights of them or any two of them a further hearing by all three to be final. The Referees to proceed as Parties in Case on that Matter to both Parties & Judgment to be entered up according to their Reports & Execution to be accordingly

The Refs agree to take no Advantage of said Actions being brought in the private Name of Charles Ward Apthorp Esq. and that they will require as Proof of the Demand & Premises being set off in Deed of Charles Apthorp Esq. Estate to Charles Ward Apthorp Esq. as part of his Property then of they allowing that all the Title which Charles Apthorp Esq. deceased ever had in the demanded Premises to be now vested in Charles Ward Apthorp Esq. And on the other hand the Refs allow that all the Title which Isaac Wells Esq. late of Boston deceased ever had in the said Premises is now vested in the said Bowdoin and the said Bowdoin will be entitled in the Action to all the Advantages to which the said Wells would have been entitled were he present & had not conveyed his Right to the said Bowdoin and the said Refs also allow that all the Title which John Foye Esq. late of Charleston Esq. deceased ever had in the said Premises is now vested in said Munroe as an Heir & Executor to the said Foye & shall be entitled in the Action to all the Advantages to which the said Foye would have been entitled were he personally present he & the said Munroe engaging to pay & indemnify said Apthorp in the Title or Ejection of the said Lands in case in Case said Title is found to be in him the said Apthorp then that he & the said Foye or Assigns of the said Foye - And thereupon it is ordered & so is found that the foregoing Rule of the Court as aforesaid entered into as aforesaid be entered on the Records of this Court as a Rule of this Court and that the said Parties have Day here in Court until the 1st of March next

John Stoddard of Northampton in the County of Hampshire & John Johnson of Newbury in the County of Essex vs. William Johnson & al. in our County a personal Debt in a Plea of Trepassion the Case for that said John and Stoddard of Northampton & Johnson on the twenty fifth day of March in the Year of our Lord 1782 by their Note for Value received & Judgment to pay in or order of the said William Johnson & al. Fifty pounds on the twenty fifth day of March Anno Domini 1782 & the interest thereon that Day meaning the Day on which the Note was made & all hands that said John and Stoddard the often requested have not paid or the said William Johnson in her Life Time or after her death since her Death but neglected to the Damage of the said William Johnson & al. Fifty pounds

The Refs appear by Galah Pryor Esq. of the Court of the Admiralty & further called to come into Court make & have testimony and be and thereupon the Refs agree that the Case be referred to the final Determination of the Court and that the said Parties have Day here in Court until the 1st of March next

Thingsday
as of
Hunt
No 93

To the Sheriff of Whereas Aaron Shively of Williamsburg
in the County of Hampshire Juror before this Court doth shew at
Springfield within & for this County on the third Tuesday of May
last past by the Consideration of the same Court recovered
Judgment against Benjamin Tanton of S^d Williamsburg for
Four pounds ten shilling & six pence Damages & L^y 15.10
Costs of such whereof Benjamin is convicted & appears of
Record & Execution for the Damages & Costs aforesaid in due Form
as by Law prescribed was granted thereon to S^d Aaron bearing
Date May 25th last directed to the Sheriff ~~Shively~~ Sheriff or Deputy
& returnable into this Court then next to be holden on the last
Tuesday of August, which same Writ was on the 25th day
of May committed to Simon Parsons then & ever since a
Deputy Sheriff under Joshua Porter Esq^r Sheriff of this County
to be executed & returned according to Law, & afterwards on the
last Tuesday of August aforesaid the S^d Simon made Return
of the same Writ into our S^d Court with his Indorsement thereon
in the Words & figures following V^{er}o Hampshire Aug^r 29. 1785
for Want of Goods Chattels or Lands or the Body of the within
named Benjamin Tanton to be found in my Premises I re-
turn this Execution wholly unsatisfied Simon Parsons Dep. Sher.
and said Aaron avers that S^d Benjamin Tanton hath avoided &
that the same Judgment yet remains in full Force not satisfied
reversed or annulled - And whereas he sheweth where S^d Benjamin
was taken by the Original Writ on which S^d Judgment was given
Died on the eighth day of February in Dec^r 1785. James Hunt of
S^d Williamsburg Juror by his Bond to the Sheriff under
his hand & seal duly executed then & there became & was Bail
and Surety for S^d Benjamin upon the original Writ not only for
his appearance at Court to which the Writ was returnable &
according to S^d Aaron in his Plea therein declared but also for
the S^d Benjamin abiding the final Judgment thereon & not avoid-
ing as by the S^d Bail Bond dated the 8th day of February in
Court to be produced appears - Nevertheless the S^d Benjamin
did not appear at Court as nor has he abided or performed
the Judgment aforesaid but hath avoided & a Return of
Non est Inventus hath been duly made on the Execution afores.
and the same remains wholly unsatisfied, & S^d Aaron hath
suppleased it so provide, & inasmuch as him in this behalf We will
that Justice be done in the Sheriff's command you that you make known
to said James that he is before this Court next to be holden at Springfield
expressed on the third Tuesday of May next to shew Cause why S^d Aaron should
not have his Execution against S^d Tanton for his Damages & Costs &c.
The S^d appears by Caleb Shively Esq^r Atty^r and the S^d the three times indubly
called to come into Court make default of appearance here. Wherefore it is
ordered by the Court that S^d Aaron do recover against S^d James & his heirs & assigns
the sum of ten pence of lawful money Damages & Costs of Writ taxed at L^y 8
& Sheriff &c.
Executed May 26. 1786.

Matthew Wright of Pittsfield in the County of Berkshire Thomas Elphinstone
Shells of Bathampton in the County of Wiltshire Deft in d. Pla of Tassafow the
base for that said William at Northampton in s^d County of Hampshire on the
30th day of September Anno Dom. 1784 by his Note for Value rec^d promised
said Matthew to pay him Twenty pounds lawful money by the first day of
January 1786 with Interest from the first day of May then next till
paid - Yet said William the of he requested hath not paid the same but
neglects it to the Damage of said Matthew Thirty pounds - The Plaintiff
by Saled Strong Esq^r the Att^r and the Deft the three Times publicly called to come into
Court makes Default of appearance here - Whereupon is considered by
the Court that the s^d Matthew do recover against the said William Twenty one pounds
five shillings & six pence of lawful money Damages & Costs of which taxed at
£ 2^s 0^d 2^d & thereof &c
Exp^{ts} of May 29. 1787

149
Wright
vs
Shells
No 94

Nathaniel Dickinson of the City & County of St Johns & the Province
of New Brunswick within the Kingdom of Great Britain Gent^l
Plf^r & Roger Dickinson of
Deft in a Plea de as set forth in the Plea on File &c

Dickinson
vs
Dickinson
No 95

The Parties appear & agree to a Continuance of this Case & is con-
sidered by the Court that they have Day here in Court until the last Tuesday
of August next

Nathaniel Dickinson of the City & County of St Johns in the Province of
New Brunswick in the Kingdom of Great Britain Plf^r & Jonas Locke
Gent^l & John Hurdale Yeoman both of Deerfield in this County Deft in
a Plea that they the said Jonas & John tender to him the s^d Nathaniel
two hundred pounds lawful money which they owe to him in virtue of the
debt for that whereas the aforesaid Jonas & John on the twenty second
Day of November in the Year of our Lord 1774 at Springfield a^d in
by their Writing obligatory sealed with their seals & sworn to by them
acknowledged themselves to be held & firmly bound to s^d Nathaniel in the
aforesaid two hundred pounds to be paid to him when they should be
there requested - Yet said Jonas & John nor either of them the requested
have ever paid the same but neglects it to the Damage of said Mat-
thias Three hundred pounds - The Parties appear and agree to
refer this Case to the Judgment Award & Determinations of Mess^{rs}
John Williams Jonathan Ames & Samuel Partridge the Justices of
the Peace for the County of Deerfield or any two of them to be returned into this Court
Judgment to be made up & Execution to be accordingly and is con-
sidered by the Court that this Agreement of the Parties be the Rule of
this Court and that they have Day here in Court until the last Tuesday
of August next

Idem
vs
Locke & al
No 96

Nathaniel Dickinson of the City & County of St Johns & the Province of
New Brunswick in the Kingdom of Great Britain Plf^r & Jonas Locke
Gent^l & John Hurdale Yeoman both of Deerfield in this County Deft in
a Plea that they the said Jonas & John tender to him the s^d Nathaniel
two hundred pounds lawful money which they owe to him in virtue of the
debt for that whereas the aforesaid Jonas & John on the twenty second
Day of November in the Year of our Lord 1774 at Springfield a^d in
by their Writing obligatory sealed with their seals & sworn to by them
acknowledged themselves to be held & firmly bound to s^d Nathaniel in the
aforesaid two hundred pounds to be paid to him when they should be
there requested - Yet said Jonas & John nor either of them the requested
have ever paid the same but neglects it to the Damage of said Mat-
thias Three hundred pounds - The Parties appear and agree to
refer this Case to the Judgment Award & Determinations of Mess^{rs}
John Williams Jonathan Ames & Samuel Partridge the Justices of
the Peace for the County of Deerfield or any two of them to be returned into this Court
Judgment to be made up & Execution to be accordingly and is con-
sidered by the Court that this Agreement of the Parties be the Rule of
this Court and that they have Day here in Court until the last Tuesday
of August next

Idem
vs
Locke
No 97

William
No 98

Isaac Williams of Ashfield in this County Esq. Plaintiff
of Greenfield in the same County Esq. Defendant in a Plea of the Case for that
said Isaac at Ashfield aforesaid on the 9th day of April 1783. gave
by his Note for Value received promised said Isaac to pay him three pounds eight
shillings lawful money in three months from the date of the said Note. But the
defendant hath not paid the same but neglected it to the Damage
often requested the plaintiff to pay him or Order Twenty nine pounds law
ful money. The Plaintiff by William Ballings Esq. his Att. and the Def. the three times publicly called to come into Court made
of appearance here. Wherefore it is considered by the Court that said
Isaac do recover against said Isaac Four pounds eleven shillings & four pence
lawful money Damages & Costs of suit taxed at 2s 6d & three of the
Exon. of May 26. 1784

William Ballings
No 100

William Ballings of Conway in this County Esq. Plaintiff
of Ashfield in this County Esq. Defendant in a Plea of the Case for that
said William at Conway aforesaid on the twenty seventh day of April in the
year of our Lord seventeen hundred eighty five by his Note for Value received
promised said William to pay him or Order Twenty nine pounds law
ful money on Demand. But the defendant hath not paid the same but neglected it to the Damage
often requested the plaintiff to pay him or Order Twenty nine pounds law
ful money. The Plaintiff by William Ballings Esq. his Att. and the Def. the three times publicly called to come into Court made
of appearance here. Wherefore it is considered by the Court that said
Isaac do recover against said Isaac Four pounds eleven shillings & four pence
lawful money Damages & Costs of suit taxed at 2s 6d & three of the
Exon. of May 26. 1784

Isaac Perkins
No 100

Isaac Perkins of Ashfield in this County Esq. Plaintiff
of Charnsey of Cunningham in this County Esq. Defendant in a Plea
of the Case for that said Isaac at Ashfield aforesaid on the 24th day
of October Anno Domini 1784 by his Note for Value received promised
said Isaac to pay him the Value of Ten pounds lawful money in
next cattle or lamb or down on the first day of October 1785. to be del
ivered at the said Isaac then dwelling House in Buckland in the County
with Interest & said Isaac avers he has always been ready to receive the
contents of said Note agreeable to the tenor thereof yet said Isaac the requested
hath never paid the same but neglected it to the Damage of said
Isaac Ten pounds. The Plaintiff by William Ballings Esq. his Att. and the Def. the three times publicly called to come into Court
makes Default of appearance here. Wherefore it is considered
by the Court that said Isaac do recover against said Isaac Ten pounds
multiplied shillings of lawful money Damages & Costs of suit taxed
at 2s 6d & three of the Exon. of May 26. 1787

Wm
No 101

Samuel Ware of Conway in this County Esq. Plaintiff
of the same County Esq. Defendant in a Plea of the Case for that
said Samuel at Conway aforesaid on the 8th day of April
Anno Domini 1784 by his Note for Value received promised said
Samuel to pay him or Order Nine pounds fourteen shillings
and six pence with Interest. Yet said Samuel the requested hath
not paid the same but neglected it to the Damage of the
plaintiff Twelve pounds. The Plaintiff by William Ballings Esq. his Att. and the Def. the three times publicly
called to come into Court makes Default of appearance here.
And therefore it is considered by the Court that said Samuel
do recover against said Samuel Ten pounds fourteen shillings and
six pence lawful money Damages & Costs of suit taxed at 2s 6d
and three of the Exon. of May 26. 1787

Smith
Cramer
No 102

Wells
27.
Clark
10/27

[illegible]

Chapin
21
Chapin

Appurtenances said Abel Chapin claims as his Right & Interest & whereinto the 1st Ephraim Chapin doth not enter and hath the Disfeisin which he hath therein of my wife & without Judgment hath made to the 1st Abel Chapin within thirty Years now last past & whereupon he saith that he himself was seized of the Land & Tenements aforesaid with the Appurtenances in his Demesne as of Fee & Right in the Time of Peace within thirty Years now last past taking the Profits thereof to the Value of Twenty Shillings by the Year & whereinto the said Ephraim hath not entered & hath the Disfeisin of said Right & Interest unjustly & without Judgment committed within said Term of thirty Years now last past who entered upon & dispossessed the said Abel Chapin thereof & whereupon he complains that the 1st Ephraim Chapin unjustly & forceth him to hold the same out & thereupon to the Damage of the said Abel Chapin Sixty pence.

And the said Ephraim Chapin in his proper Person comes & defends his Right when & where it shall be shown to the Warrant of one of the Baron Smith & whose Deed of Disfeisin with Warranty he hath here in Court & that the said Baron Smith being summoned by summons to him made in the County aforesaid now comes here into Court in his proper Person & freely warranteth the Land & Tenements aforesaid with the Appurtenances to the 1st Ephraim Chapin & prays the 1st Abel may account against him & and hereupon the 1st Abel Chapin demands against the 1st Aaron Smith Tenants by his own Warranty the Land & Tenements aforesaid with the Appurtenances in form aforesaid & and whereupon the said Abel Chapin says that he himself was seized of the Land & Tenements aforesaid with the Appurtenances in his Demesne as of Fee & Right & in a Time of Peace by taking the Profits thereof to the Value of Twenty Shillings by the Year within thirty Years now last past & whereinto the 1st Ephraim Chapin hath not entered & hath the Disfeisin aforesaid of Right & Interest aforesaid who on the 1st of June & dispossessed him thereof & whereupon he complains that said Ephraim unjustly & forceth him to hold the same out & thereupon.

And the 1st Baron Smith Tenant by his own Warranty defends his Right when & where it shall be shown him & thereupon he further warranteth the warrant John Fox whose Deed of Disfeisin with Warranty thereof he hath & and the 1st John Fox being summoned by summons to him made in the County aforesaid now comes here into Court in his proper Person & freely warranteth the Land & Tenements aforesaid with the Appurtenances to the 1st Aaron Smith & prays the 1st Abel may account against him & and hereupon the 1st Abel demands it against the 1st John Fox Tenant by his own Warranty the Land & Tenements aforesaid with the Appurtenances in form aforesaid & and whereupon the 1st Abel saith that he himself was seized of the Land & Tenements aforesaid with the Appurtenances in his Demesne as of Fee & Right in Time of Peace within thirty Years now last past by taking the Profits thereof to the Value of Twenty Shillings by the Year & whereinto the said Ephraim Chapin hath not entered & hath the Disfeisin aforesaid of

Chapman
Chapman

said Hugh Smith who entered upon a distress of him there of and whereupon he complains that s^d Ephraim Chapman unjustly de-
 fended him and still holds him out there from and the after
 John Tenant by his own Warranty depends his Right when a
 where s^d shall behave him and saith that the aforesaid Hugh did
 not disfigure the aforesaid Abel of the Lands & Tenements aforesaid
 as the aforesaid Abel by his Writhe Court aforesaid above doth
 suppose of this doth put him in suspension the Country

And thereupon the s^d Abel craves the Leave to in part and this grant
 be made him and afterwards the s^d Abel puts himself
 on the Country, and the said John Fox being now three Times
 called to come into Court doth not come but maketh Default
 of appearance here having departed in Contempt of the Court

Therefore it is considered by the Court that the s^d Abel do
 receive his Seizin against the aforesaid Ephraim of the
 Lands & Tenements aforesaid with the appurtenances and
 that said Ephraim have of the Lands of the said Aaron
 Smith to the Value of the Lands & Tenements aforesaid &
 further that the said Aaron Smith have of the Lands of the
 said John Fox to the Value of the Lands & Tenements aforesaid
 and the said Ephraim in Mary &c

And afterwards the s^d Abel prays a Writ of the Common
 wealth to be directed to the Sheriff of the County aforesaid
 to cause him to have full Seizin of the Lands aforesaid
 with the appurtenances as it is granted unto him & ther
 nable at the Term of the Court the last Tuesday of August
 next — afterwards to wit on the twenty fifth day of May
 Anno Dom. 1786 I Mr Morgan Esq^r Deputy Sheriff under the
 Porter Esq^r Sheriff of the County now presided that he by Charles
 of the Writ aforesaid to him directed on the 25th day of
 May he entered upon & seized the within described Lands
 & caused them then named s^d Abel Chapman to have full
 Seizin & Possession of the same

Samuel Randall Esq^r of New Salem in this County Plaintiff vs. Samuel Hayden Esq^r of Hopkinton in the County of Middlesex, Town
 at Trader or Gentleman Deft in a Plea of the Case per that said
 Samuel at said New Salem on the 17th day of January 1786 by
 his Note for Value rec^d promised s^d Hayden a hundred & fifty
 Nine pounds ten Shillings lawful Money on Demand with
 Interest & yet s^d Samuel Hayden tho requested hath never
 said the same to the Damage of s^d Randall Esq^r in amount
 The Pl^{ff} appears by Simon Strong Esq^r his Att^y and the Deft by Philip Merrick
 Gent^l his Att^y and they agree that the Case be continued to the next Term and
 that Judgment at that Time if on a Default be given — And thereupon
 it is considered by the Court that said Parties have day here in Court until
 the last Tuesday of August next

Thindall
Hayden
No 105

Jonathan Snow of Pelham in this County Plaintiff vs. William Snow of
 of Chesterfield in this County Defendant a Plea of the Case per that s^d William
 the Case per that s^d William of Pelham aforesaid on the 23 day of March Anno
 Domini 1781 by his Note for Value rec^d promised the Pl^{ff} to pay him thirty
 pounds lawful Money to be paid in the old way in three Chas^r & two months
 from the Date with lawful Interest for the same till paid — yet s^d William tho
 requested hath never paid the same but neglects it to the Damage of the said
 Jonathan Forly eight pounds — The Pl^{ff} appears by Simon Strong Esq^r his Att^y

Snow
Snow
No 106

Exon 15th May 23rd 1787

Samuel Boltwood of Danbury in this County & John M. W. Esq. of Danbury
of the County of Essex in a Plea of the Case for that Roger
at Springfield on the 15th day of April last paid by his note for value
received One William Farrand to pay him or Order Thirty seven pounds
said money on or before the tenth day of May then next & afterwards viz
on the first day of May last paid to William by his Indorser in
writing on a Note ordered the Contents thereof then due & unpaid to be
paid to Samuel for value received of which said Roger then & there
had notice & became chargeable in law to pay the same Contents to Samuel
and then & there in Consideration thereof, procured Samuel to pay him the
same accordingly - Yet Roger then & there requested hath never paid the same
but neglects it to the Damage of Samuel Thirty five pounds

The Parties appear and agree that this Case be continued to the next Term
and that Judgment if on Default be then given, and thereupon it
is considered by the Court that they have Day here in Court until the
last Tuesday of August next

William Walter of Lenox in the County of Berkshire Esq. & Peter Isaac
Scribbler of Williamsburgh in the County of Surry & Labourer Defendant & Plea of the Court
on the Case for that s^d Isaac at Lenox aforesaid & set a spring field on the 7th day
of May Anno Domini 1784 by his note for Value and promised s^d William
to pay him three pounds seven pence & shillings lawful money on Demand
with Interest till paid & s^d Isaac tho' requested hath never paid the
same but neglects it to the Damage of s^d William seven pounds
The Jurors severally appear by their Oath and agree that this Case be
continued to the next Term and that Judgment shall be final & be consid-
ered by the Court that they have Day here in Court on the 1st Tuesday
of August next

Lachariah Seymour of Pittsfield in the County of Berkshire Trade &
Miser. To this French of Conway in the County Genl. Jeanan Deft.
in a Plea of Trespass on the Case for that s^d French at Conway aforesaid
on the 7th day of June Anno Domini 1784 by his Note for Value recd. pro-
mised one William Williams to pay him on Order Ten pounes & five shil-
lings & one penny lawful money on Demand with the Interest till paid &
afterwards to wit on the last Day of March last at Springfield aforesaid
and give the Treas^r of the s^d Williams, Hannah Williams Administratrix
our Estate of s^d Williams by her Indorsement on s^d Note a signed the
same to the Plff. & under the Content thereof to be paid him for Value
received. of which s^d French then & there instantly had notice & so became liable
to pay the same & in Consideration thereof promised to pay the Plff. the same at
Cordwain & s^d French to the requested hath never paid the same but neglects
it to the Damage of said Lachariah Twelve pounes — The Plff. appears
by Charles Williams Genl. his Att^y and the Def^t the three Times publicly called
to come into Court & make his Default & his appearance here & after which s^d French
by W^m B. Hays of his Att^y comes here into Court & s^d Parties agree that this case be
continued to Judgment to the next Term and it is accordingly continued —

Ephraim Brigham Willard of Norwich in this County. Yeoman Deft. &
 Douglas & Henry Guet. Paul Sheldon Yeoman. Jonathan Leed An Eng. in: Clark
 Guet. & Daniel Berge Yeoman all of Soc. Hampton in this County Deft. ma
 The of the Case was as usual large set forth in the Original. Whereon rule &
 The Plaintiff by Alexander Wolcott Guet. his Att. & the Deft. by Caleb Strong
 Esq. the latter come & move that this Case may be continued to the next Term
 the Sup. court there and thereupon it is considered by the Court that
 said Parties have Day here in Court here till the 1st. Tuesday of August next

John Morgan of Springfield in the County of Hampshire Gent^l vs
 Job Macomber of Orange in the County of Worcester Deft in a Plea of the
 Case for that s^d Job at Springfield on the 10th Day of December in
 the Year of our Lord seventeen hundred & eighty two by his Note for Value
 rec^d & promised s^d John to deliver to him on the first day of March then
 next Eleven thousand of good merchantable Shingles, which s^d John
 avers to be worth twenty six shillings & pence & that s^d Job hath never
 delivered said Shingles to s^d John & that he hath never been ready to
 receive them, nor in any manner performed his s^d Promise but
 neglects it to the Damage of s^d John Twenty pounds. The said Par-
 ties appear by their Att^y and agree that this Case be continued to the
 next Term & Judgment then be final & And thereupon it is consid-
 ered by the Court that said Parties have Day here in Court untill the
 last Tuesday of August next

Morgan
 vs
 Macomber
 N^o 111

Moses Phipps of Greenwich in the County of Essex Gent^l vs
 Barnabas Blackmer of Pelham in the County of Essex Deft in a
 Plea of the Case for that s^d Barnabas at Westover Cras in Northampton on
 the 25th day of September Anno Dom 1784 by his Note for Value rec^d promi-
 sed the Phipps to pay him or Order Ten pounds Lawful Money at or before
 the 20th day of June then next & Interest after that Time till paid & that
 s^d Barnabas the often requested he should be paid s^d Sum but neglects it
 to the Damage of s^d Phipps Twenty pounds. The Phipps appears by Daniel
 Bigelow Esq^r his Att^y and the Deft has three Times publicly called to
 come into Court makes Default of Appearance here & therefore it
 is considered by the Court that s^d Phipps do recover against s^d Barnabas
 Fourteen pounds fifteen shillings & five pence of Lawful Money Damages
 & Costs of Suit taxed at L^{ts} 15^{/-} 10 & the above Given up July 12 1786

Phipps
 vs
 Blackmer
 N^o 112

Samuel Strong Esq^r & David Parsons Clerk both of Amherst in the
 County of Hampshire Executors of the last Will & Testament of David Parsons
 late of s^d Amherst Clerk deceased vs The Inhabitants of the
 s^d Town of Amherst Deft in a Plea of the Case for that whereas
 the s^d Inhabitants at s^d Amherst on the twenty eighth day of March
 in the Year of our Lord One thousand seven hundred & sixty four
 a legal meeting of the same Inhabitants duly warned & holden
 there on the same Day for the same purpose Notice thereof having
 been duly inserted in the Warrant for calling the same and
 by a Major Vote of s^d Inhabitants there & there assembled grant
 contract & agree to & with the s^d David the Testator then living and
 being then & long before the said & ordained minister of the s^d one
 Town & Inhabitants to pay him annually a Salary of Nine shillings
 six pence & eight pence in Lawful Money during his s^d Ministry there
 and whereas the s^d Ministry of the s^d David the Testator under the
 same Contract did endure & continue untill the first day of May
 in the Year of our Lord One thousand seven hundred & eighty one
 that the said Inhabitants there afterwards to wit on the sixth day
 of July in the same Year last aforesaid as a legal meeting duly
 warned & holden there on the same Day for that purpose legal
 Notice thereof being duly inserted in the Warrant for calling the
 same meeting & called by a Major Vote of s^d Inhabitants there & there
 so assembled agree & promise this Samuel & David Executors as
 aforesaid that s^d Testator being then deceased they pay them the whole of
 the Salaries due & payable to the s^d Testator on the first day of May then
 last past to wit in the said Year of our Lord seventeen hundred & eighty
 one in Gold or Silver money with the Lawful interest of the same And

Strong & Parsons
 vs
 Inhabitants of
 Amherst
 N^o 113

the said Simon David say that on the same Day, to wit, the first Day of May Anno Domini Seventeen hundred & eighty one the whole of said Salary at the Rate of Ninety three pounds six shillings & eight pence by the Year from the twentieth day of January Anno Domini Seventeen hundred & seventy seven being four Years three months & eleven days was in Arrear & then due & unpaid & that the Capital sum then in Arrear as aforesaid amounted to the Sum of Three hundred & ninety nine pounds six shillings & two pence and that the Interest then due on the same amounted to the Sum of Thirty nine pounds sixteen shillings & six pence half penny which I Principal sum & Interest amounting in the whole to the Sum of Four hundred & thirty nine pounds two shillings & eight pence half penny the said Inhabitants who often requested have never paid or any part thereof but neglect & refuse to do it to the Damage of Simon & David six hundred pounds - The Plea appears by Simon May Esq one of them & the Defts by Alexander Wolcott Esq. their Att^y and they agree that this Case be continued to the next Term & Judgment then to be final, and thereupon it is considered by the Court that S^r Parties have Day here in Court until the last Tuesday of August next

Wilmington Esq. John Worthington of Springfield in this County Esq. Paper. Thad-
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 Noble
 No 114
 draack Noble of Middlefield in this County Esq. Paper. Deft in a Plea of the Case for that S^r Thadraack at Springfield on the 18th day of May Anno Domini 1772 by his Note for Value rec^d promised S^r John to pay him twenty shillings on Demand or the Sub-
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as aforesaid with the Interest thereof amounting wholly in hand & still
justly due to the said Job Stiles well knowing the Premises then & there re-
quested s^r John Worthington that he would forbear with the s^r Job Stiles & not pro-
ceed any Action or Execution against him for a reasonable Time so that he said
Job might have reasonable Time afterwards to come from s^r Granville to s^r Springfield
to settle the same that in Consideration that he s^r Worthington would thus
forbear with s^r Job Stiles that he s^r Job would come as soon as he should have
reasonable Time therefor & would make to said John Worthington good &
sufficient Security for the whole sum due from his s^r Job Stiles to
s^r Worthington to be paid in a reasonable & s^r Worthington says that con-
sidering the promise aforesaid of s^r Job he hath ever since forborn any
Prosecution such Execution or Process whatever against s^r Job Stiles yet
s^r Job the requested hath never performed either his Promise aforesaid
but neglects it to the Damage of said John Worthington fifty pounds
The Parties appear by their Att^y and agree to a Continuance and
it is considered by the Court that they have Day here in Court until
the last Tuesday of August next

Isaac Williams of Worcester in this County Yeoman Plff^r
vs. Abner Pomeroy of Southampton in this County Yeoman Def^t in
a Plea of Trespass on the Case &c. The Plff being three times publicly
called is nonesuit & the Def^t defaulted & the Action is dismissed

Williams
" "
Pomeroy
No 116

James Merrick of Putnam in this County Gentle Plff^r
vs. Edward Lovel of Wilbraham in this County Yeoman Def^t in
a Plea of the Case for that s^r Edward at Wilbraham on the
third day of November Anno Domini 1785 by his Note for
Value received promised s^r James to pay him on Order even pounds
fourteen shillings & six pence lawful money on Demand with Interest
yet s^r Edward the requested hath never paid the same but neglects
it to the Damage of s^r James Twelve pounds The Parties
appear by their respective Att^y and agree that this case be con-
tinued to the next Term Inaugment then to be final, and it is
considered by the Court that s^r Parties have Day here in Court
until the last Tuesday of August next

Merrick
" "
Lovel
No 117

Abigail Blainard Merrick of Wilbraham in this County Fem^e Plff^r
vs. Susan Bullard of South Brimfield in this County Fem^e Def^t in
a Plea of the Case for that Susan at said
Wilbraham on the 22^d day of December last by her Note for Value
received promised s^r Abigail to pay him on Order even pounds
eight shillings & six pence on Demand with Interest yet s^r Susan
the requested hath never paid the same but neglects it to the Da-
mage of s^r Abigail Ten pounds The Plff appears by Henry Merrick
Gent^l her Att^y and the Def^t the three times publicly called to come
into Court makes Default of appearance here Wherefore it is
considered by the Court that s^r Abigail do recover against said
Susan Seven pounds twelve shillings & six pence with Interest
Money Damages & Costs of Suit to be paid at the 22^d day of
May 1786

Merrick
" "
Bullard
No 118

Samuel Fisk Merrick of Wilbraham in this County Gentle Plff^r
vs. Anne Harriman of Wilbraham in this County Gentle Def^t in
a Plea of the Case for that s^r Samuel at
said Wilbraham on the 24th day of July Anno Domini 1784 by his
Note for Value received promised said Anne to pay him Three
pounds fourteen shillings & six pence lawful money on Demand

Merrick
" "
Harriman
No 119

with the Interest of said James & Mose, the requested have never
paid the same but neglected to the Damage of said Samuel
six pounds & The Plaintiff appears by Philip M. Mose Gent.
his Att^y and the Def^t the three James further called to come
into Court make default of appearance here wherefore it
is considered by the Court that said Samuel do recover against
said James & Mose, Four pounds six shillings & three pence
of lawful money Damages & Costs of suit Taxed at £11.7.10
and there of &c. Ex^{ce} of May 24. 1787

Mather
vs
Wright & al
No 120

Elisha Mather of Northampton in this County Yeoman Plaintiff
Wright Yeoman & Elphaz Wright Cordwainer both of the same North
ampton Def^t in a Plea of Trespas for the Cause for that said Elisha and
Elphaz at Northampton a parcell on the 2 day of May Anno
Domini 1784 by their Note for Value rec^d & promised said
Elisha to pay him the sum of Nine pounds eighteen shillings
& six pence lawful money on Demand within two years
from the Date of said Note with Interest - Yet said Elisha & Elphaz
nor either of them have ever paid the same but neglected
to the Damage of said Elisha twenty pounds

The Plaintiff appears by Caleb Strong Esq^r his Att^y & the said Elisha
one of the Def^ts aforesaid who only has been summoned to
answer in this Case being now three Times publicly called
to come into Court makes Default of appearance here
wherefore it is considered by the Court that said Elisha do recover
against the said Elisha Nine pounds eighteen shillings & six pence
of lawful money Damages & Costs of suit Taxed at £11.2
after all which said Elisha by Samuel Thirkby Esq^r his Att^y
comes into Court & appeals from the Judgment of the Court to
the Supreme Judicial Court to be holden at Springfield afores^d
on the fourth Tuesday of September next & he recognizes with
Mather as the Law directs for this prosecuting his Appeal
with Eff^{ts} as by Recognizance on file appears

Phelps
vs
Sam^l M
No 121

John Phelps of Northampton in this County Esq^r Plaintiff
Sam^l M of Northampton in this County Joiner Def^t in a Plea of
Trespas for the Cause for that said John Phelps on the 10 day of
May Anno Domini 1785 by his Note for Value rec^d & promised said
John Phelps Nine pounds three shillings & six pence lawful money on Demand with
Interest - Yet said John Phelps the requested have never paid the same but neglected
to the Damage of said John Phelps Twenty pounds - The Parties appear and agree that
the same be the same to the Court & that Judgment be thereupon
thereupon it is considered by the Court that said John Phelps do recover
against said Sam^l M Nine pounds three shillings & six pence

Samuel
vs
Porter
No 122

Medad Porter of Northampton in this County Yeoman Plaintiff
Porter of Northampton Trader Def^t in a Plea of the Cause for that
said Samuel M of Northampton on Jan^y 9th 1786 by his Note for Value received
promised said Medad to pay him or Order Eighteen pounds three shillings
and six pence lawful money on Demand with Interest - Yet said Samuel M
requested have never paid the same but neglected to the Damage of said Medad
Twenty pounds - The Plaintiff appears by Henry Esq^r his Att^y & the Def^t
wherefore it is called in & appears to Court makes Default of appearance here
wherefore it is considered by the Court that said Medad do recover against said
Samuel M Eighteen pounds three shillings & six pence of lawful money Damages
& Costs of suit Taxed at £11.2 - & he recognizes with Porter as the Law directs
for this prosecuting his Appeal with Eff^{ts} as by Recognizance on file appears

176, 27—

Joseph Hittins of Dursfield in the County of Worcester Robert Tuckor of
Sobram in the same County of Worcester Deft in a Plea of the Case for that
said Robert at said Dursfield on the 25th day of March anno Domini 1784
by his Note for Value rec^d promised s^r Joseph to pay him Twenty three pounds
and ten pence on Demand wth the Interest & also for that s^r Robert at
Saginsfield on the last Day of January last was partly indebted to s^r Joseph
in another Sum of Twenty one pounds five shillings & ten pence
lawful Money to balance s^r Robert's accounts & in consideration thereof
s^r Joseph underlooks & promised to pay him the same Sum & the Interest
thereof on Demand & yet s^r Robert has requested that never paid either
the Sum or a fourth part thereof to the Damage of s^r Joseph the
Amount of Ten Pounds & six shillings & six pence & the Deft the three times
lawfully called to come into Court make s^r Joseph's appearance here &
wherefore it is considered by the Court that s^r Joseph do recover against said
Robert
and Costs of Suit taxed at £ 2 thereupon

Will
Benjamin
No 120 —

David Wells of Greenfield in this County vs. Benjamin
 & Reuben Munroe of Greenfield in this County
 Judgment in the Case for the said Benjamin & Reuben at Greenfield aforesaid
 on the twenty six day of January in the year 1784 by their note for Value
 received promised & David to pay him Nineteen pounds six shillings &
 one or before the first day of December then next with the Interest & yet said
 Benjamin & Reuben bore either of them the requested have ever paid the same
 but neglect it to the Damage of said David Twenty five pounds
 The Defendant by Jaimede Parard Gent^r his Att^r and the Deft^s the three
 Juries publicly called to come into Court make Default of Appearance
 here - Wherefore it is considered by the Court that said David do recover
 against said Benjamin & Reuben Twenty one pounds ten shillings and
 one penny of said money Damages & Costs of Suit taxed at 2. 2. 7.
 Whereupon the said Benjamin & Reuben by John Hooker Gent^r their Att^r
 come here into Court & appeal from the Judgment of this Court to the Su-
 preme Judicial Court to be holden at Springfield and for the County
 of Hampshire on the fourth Tuesday of September next & he request
 do with sureties for their prosecuting & appeal with Costs as by the
 Record and on this does appear.

Calder
2d
Greaves
1872

James Cadogan of Shelburne in this County of Devon
in the 1st Year of the said Shelburne Court took in a
Shilling Case per Stat 3rd Geo 4th Shelburne on the first
of January last by his Note for Value and promised
to pay the same on the 1st of June next three Shillings lawful Money
and in the Interest of the said Note he requested that
never paid the same but neglected it to the Damage of said
James of one Shilling and nine pence of lawful
Money Damages & Costs of Court taxed at £2.5.2 a third
in full June 30. 1784.

Wright Apple
Thos Apple
1850

16 Aaron Wright of Northampton in this County Yeoman Appell^t
vs. Benjamin The late of Chesterfield in this County Yeoman App^{ee}
in an Appeal made a judgment of J. B. Wright & by force of the Statute of the
said 1st Charles 2^d County. in which when within the said Benjamin was
asked how many Acres wherein the said Benjamin demand against the
said Aaron Two hundred Acres being of one piece as is at large set
forth on the Petition. The said Parties, personally appear by their Att^{ys}
and agree to a Continuance and thereupon it is considered by the
Court that they have day here in Court untill the next Sunday
of August next.

Israel Clark of South Hadley in this County Yeoman & Joseph Perez Cook of Granby in this County Yeoman at Courtman & Deftm a Plea of
Trespas on the Case for that s^d Perez at Springfield aforesaid on the
26th day of October last by his Note for Value rec^d & promised s^d Israel to
pay him Eight pence two shillings & two pence on Demand with
Interest. Yet s^d Perez the often requested hath not paid the same but
neglects it to the Damage of s^d Israel Twelve pence. The Plea ap-
pears by Samuel Shuckley Gent^l his Att^y and the Deft^l the three times
publicly called to come into Court makes Default of Appearance
here. Wherefore it is considered by the Court that s^d Israel do recover
over against s^d Israel Perez Eight pence, ten shillings & two pence
of the profit & money & Charges & Costs of Suit taxed at s^d the Court's Discretion
Given at Aug^l 1. 1785

155

Clark
Cook
No 131.

Samuel Shuckley of Brookfield in the County of Worcester Gent^l & Joseph Young late of Northampton in the County of
Hampshire Labourer otherwise called Husbandman or Trader and
an absconding Debtor and Stephen Cole of the same County
Yeoman, Agent or Trustee of the said Joseph's Defts in a Plea
of Trespas on the Case for that s^d Joseph at Springfield aforesaid
on the first day of March last by his Note for Value received
promised s^d Samuel to pay him or Order Six pence five
shillings & eight pence lawful money on Demand with Inter-
est till paid. Yet said Joseph the requested hath never paid
the same but neglects and refuses to do it & hath absconded
and with drawn himself out of the Commonwealth & conceals
himself & his Estate that neither can be found or come ab to
be attached to the Damage of s^d Samuel Ten pounds & and
s^d Samuel further saith that the s^d Stephen Cole is Agent & Trust-
ee of said Joseph & hath in his hands Goods & Effects or Credits
of the s^d Joseph sufficient to pay s^d Samuel the Contents of s^d the
Note aforesaid, which he refuses to expose to View so as they
may be attached &

Shuckley
Young, Ag^t
No 132

The Plea appears by Samuel Shuckley Gent^l his Att^y
and computing to a Continuance of this Case it is considered
by the Court that the Parties aforesaid have Day here in Court
untill the next Tuesday of August next

Daniel Withrell of Granby in this County Yeoman & s^d Samuel Cook of Hadley in this County Yeoman Deftm a
Plea of Trespas on the Case for that s^d Samuel at Hadley aforesaid
on the 18th day of October Anno Domini 1785. by his Note for
Value rec^d & promised s^d Daniel to pay him Twenty five
pounds ten shillings in Boards or Staves, Shingles or Floor
or any One of s^d Articles or in West India Goods delivered at Hadley
ford at the market price or in neat Cattle delivered & appraised
at Hadley aforesaid by the first day of November then next ensue-
ing the Date of s^d Note with Interest after that 30th day of November
aforesaid. Yet s^d Daniel saith he has always been ready to receive
the Articles aforesaid. Yet s^d Samuel the requested has never deli-
vered the same or any way fulfilled his Promise & has said but
neglects it to the Damage of the said Daniel Thirty pounds.
The Plea appears by s^d Daniel's Gent^l his Att^y and the Deft^l the
three times publicly called to come into Court makes Default of
Appearance here. Wherefore it is considered by the Court that s^d
Daniel do recover against s^d Samuel Twenty six pounds six shillings

Withrell
Cook
No 133.

and given peace of Lawful Money Damages & Costs of such Tax
ed at £ 1. 17s 2d. Wincupod & Tarschul by Abner Morgan Esq.
his Att^y comes into Court & appeals from the Judgment of this
Court to the Supreme Judicial Court to be holden at Spring-
field in & for the County of Hampshire on the fourth Tuesday
of September next, & he recognizes with sureties as the Law
directs for & Samuels prosecuting his Appeal with Effect
as by & Recognizance on File does appear.

Tower
vs
Heaton
1794

Samuel Tower of Cambridge in the County of Albany
& State of New York Plaintiff vs John Heaton late of the
same in that County Defendant in a Plea of Trespass the
Case for that John at the Barne & for and on the twenty sixth
Day of April Anno Domini 1783 was justly indebted to said
Samuel in the Sum of Four hundred Shillings & one penny for
so much money before that Time had & received by him said
John to his & Samuels Use He & John then & there in Consideration
thereof promised & Samuel to pay him the same Sum on
Demand & also for that John at the Barne & for and on the
last Day of January last was justly indebted to Samuel in
other Sum of Five pounds Ten Shillings for so much money
before that Time paid out & expended by him the Samuel
for him the said John at his the said John's special Instance
& Request, he & John then & there in Consideration thereof pro-
mised said Samuel to pay him the last said Sum on Demand
of John the often requested hath never paid & them or
either of them hath neglected it to the Damage of Samuel
Nine pounds. The Plea appears by Mr C Williams Esq.
his Att^y and the Deft by C Strong Esq his Att^y & moves for a
continuance of the Case & and it is considered by the Court that
both Parties have Day here in Court until the last Tuesday of August
next.

Chapin vs
Brower
1795

Caleb Chapin of Barnardston Gent^l & Warham Smith of Hadley Yeoman
both in this County Plaintiffs vs David Brower of Leyden in that County Yeoman
Defendant in a Plea of Trespass the Case for that David at Barnardston about
on the tenth Day of March Anno Domini 1783 by his certain Writing obligatory
under his hand duly executed the Day & Year aforesaid for Value received
agreed said Caleb & Warham to pay them three Dollars for use for a
certain Land bounded on one own Land measuring the Land of the said
David Brower in Leyden aforesaid & the State Line between the Land dividing
the State of Massachusetts & Connecticut & also more wealth of Massachusetts in Leyden aforesaid
as by the survey shall appear meaning the Number of Acres that should appear
by a survey of said Land eleven pounds ten Shillings to be paid down meaning
that the Survey of said Land & as containing the Number of Acres in the same Tract
and one half the Remainder meaning the Sum remaining of said Land
at three Dollars an Acre after deducting the aforesaid Sum of Eleven pounds ten
Shillings to be paid down on the first Day of November then next ensuing the Date of said
Note and the other half in one year from that Time meaning said first Day
of November aforesaid & And the said Warham & Caleb say that upon Survey
of said Land there was thirty three Acres & seventy six rods of Land to wit that Leyden
aforesaid on the same tenth Day of March aforesaid which at three Dollars
an Acre amounted to thirty pounds two Shillings & six pence three farthings &
also for that David at Barnardston aforesaid on the last Day of December last
past was justly indebted to the said Caleb & Warham in other Sum of Thirty one pounds
for so much money before that Time had & received by him the David to the said
Caleb & Warham Use & the said David then & there in Consideration thereof promised
said Caleb & Warham to pay them the same Sum on Demand. He & David the
requested hath never paid either of them but neglected it to the Damage of the said
Caleb & Warham Thirty pounds. The Parties appear and agree that this
Case be continued to the next Term and that Judgment there be final & and thereupon
it is considered by the Court that said Parties have Day here in Court until the last Tuesday
of August next.

Esther Lyman of Northfield in the County of New Hampshire Plaintiff
 of the same Northfield Defendant in a Plea of the Case for that said Plaintiff
 a to Northfield on the first day of April Anno Domini 1783. by his Note for
 Value received promised the said Esther to pay her or Order Nine pounds within
 one Year from the Date of said Note with Interest & yet the Plaintiff the request
 has never paid the same but neglects it to the Damage of the said Esther
 Fifteen pounds The Plaintiff appears by John Barre Gent^l his Att^y and
 the Deft the three Times publicly called to come into Court makes Default
 of Appearance here Wherefore it is considered by the Court that
 the said Esther do recover against the said Plaintiff Nine pounds Sixteen shillings &
 eight pence of lawful money Damages & Costs of which taxed at £2.5.2
 & three of p^{ce} Ex^{pt} June 1. 1786

Lyman
Hollis
No 136

Nathaniel Darte of Cherry in the County of Cheshire at State of New Hampshire Plaintiff
 Husbandman Plaintiff Elisha Mack of the County of York Defendant in a Plea of the Case
 for that said Mack at Bolton to wit in New Hampton aforesaid
 on the 22^d day of October Anno Domini 1783. by his Note for Value received promi-
 sed the said Darte to pay him twenty two pounds eight shillings & five pence
 on Demand with Interest & yet the said Mack the requested hath not paid the
 same but neglects it to the Damage of the said Darte Thirty six pounds
 The Plaintiff appears by John Barre Gent^l his Att^y and the Deft the three Times pub-
 licly called to come into Court makes Default of Appearance here
 Wherefore it is considered by the Court that said Nathaniel do recover against
 said Elisha Twenty five pounds seventeen shillings & ten pence of lawful
 money Damages & Costs of which taxed at £2.5.2 & three of p^{ce} Ex^{pt} June 1. 1786

Darte
Mack
No 137

Edward Ward of Brange in the County of Hampshire Husbandman Plaintiff
 James Mills of the same Brange Husbandman Defendant in a Plea of the Case
 for that said Mills at Brange aforesaid on the ninth day of August Anno Domini
 1785. by his Note for Value received promised one Jarred Lane to pay
 him or Order five pounds seven shillings & four pence by the first day of
 December then next & he received three afterwards on the same Day by his
 Indorsement on said Note ordered the Court that three of them due & unpaid
 to be paid to the Plaintiff for Value received of all which the said Mills then & there had
 Notice & thereupon became chargeable & accordingly then & there in Court
 now the of promised the Plaintiff to pay him the same according to the Tenor
 of said Note & yet the said Mills the requested hath not paid the same but neglects
 it to the Damage of the said Ward Four pounds The Parties appear & agree that
 this case be continued to the next Term & And thereupon it is considered by
 the Court that the said Parties have Day here in Court until the next Tuesday
 of August next

Ward
Mills
No 138

Annab's shew Charles Johnson that at a Justice Court holden before the
 Field at his Dwelling House in Northfield on Tuesday of 25th day of Feb-
 ruary last past that the recovered Judgment against Thomas Lyman for
 the sum of Three pounds four shillings & five pence Damages & Costs of
 which taxed at fifteen shillings & seven pence from which Judgment the
 said Lyman hath appealed to this Court but hath failed to prosecute said
 Appeal your Complainant therefore prays for Judgment the said Judgment
 with additional Damages & Costs And thereupon it is considered by
 the Court that said Charles do recover against said Lyman Three pounds
 five shillings & two pence of lawful money Debt & Costs of which taxed
 at £2.12.2 & three of p^{ce} Ex^{pt} June 1. 1786

Johnson Complain^t
Lyman
No 139

Isabel Pepper of Ware in the County of Hampshire Plaintiff
 or Caleb Hammum of Belchertown in the County of Hampshire Defendant in a
 Plea of the Case for that said Mary while she was sole & Ware on the twentieth
 day of September Anno Domini 1783 was possessed of one Stamp Gown & one
 Spring Holland Gown & one striped Linen Gown & one black worsted Gown & one pair
 of Slips one pair of Shoes four yards & half of red & checked Linen Cloth one pair of
 Silks Handkerchiefs two black Gause Handkerchiefs one main lawn Handkerchief one Hand

Pepper
Hammum
No 140

Loomis
Gran
No 141.

Park Adams
Clark
No. 142

Breck
v
Smith & al
No 123

George Brooks of West Springfield in this County Gent^l Defendant on Smith's
Hobbsan & Mofers. 2^d Defendant both of the same West Springfield Deft^r in a
Bill of Exchange for that 5th Mofers & Larons at West Springfield on the 3^d day of
September Anno Domini 1785 by their Note for & value rec^d & promised the
Deft^r to pay him or Order Seven pounds three Shillings & two pence lawful
Money on Demand in to the use of the 5th Larons & Mofers the requested have
not paid the same but used it to the Damage of 5th George Twelve pounds
and it appears by his Testimony in Court and the Deft^r to three Times publicly
called to come in to Court makes default of appearance here. Wherefore it
is considered in the Court that 5th George do recover against 5th Larons & Mofers
Seven pounds eight Shillings & eleven pence of lawful Money Damages and
cost of Suit taxed at the Court's Charge. Jth May 22^d 1786

John Worthington of Springfield in the County of Wiltshire Esq. v. Mary Morgan
 of Wiltshire Esq. Widow & Executrix of the last Will & Testament of Joseph
 Morgan deceased & in s^d Capacity Deft in a Plea of the Case for that said Worthington
 Joseph of Springfield in his life time on the 8th day of March in the
 Year of our Lord Seventeen hundred & sixty eight by his Note for Value
 recd promised s^d John to pay him or his Order Two pounds six shillings
 and one penny three pence & a half and with Interest till paid
 Also for that said Joseph of Springfield in his life time on the 25th
 Day of August Anno Dom. 1760 by his s^d Note for Value recd promised
 said John to pay him or his Order Ten shillings & four pence lawful Money
 on Demand with Interest till paid & s^d John says s^d Joseph never paid
 the same in his life time nor hath s^d Mary (the requested) since the Death
 of s^d Joseph ever paid the same but says that it is the Damage of said
 John Ten pounds — The Plaintiff by John Hooker Esq. his Att^y
 and the Deft the three Times publicly called to come into Court ma-
 kes Default of appearance here Wherefore it is considered by the
 Court that s^d John do recover against s^d Mary in her s^d Capacity
 five pounds sixteen shillings & nine pence of lawful Money Damages
 and Costs of Suit taxed at £ 1. 3. 8 & the exp^s of s^d John of May 25. 1787

157
 Worthington
 Morgan Esq
 No 144

Tim. Newell of Warbridge in the County of Worcester Esq. v. Caleb Rogers
 of Williamsstown in the County of Berkshire Esq. Plaintiff
 in a Plea of Debt for that s^d Timothy by the Consideration of the Court of
 Common Pleas holden at Northampton withen for the County of Hampshire
 on the last Thursday of August Anno Dom. 1783 recovered Judgment
 against the s^d Caleb Rogers Esq. of Merryfield for the sum of Twenty pounds
 one shilling & eight pence lawful Money Damages & Two pounds eight pence
 Costs of Suit as by the Record thereof appears, which Judgment remains
 in full Force & full Virtue not reversed annulled or satisfied whereby
 an Action hath accrued to s^d Timothy & s^d Caleb the requested
 hath not paid the same to the Damage of s^d Timothy Thirty five pounds
 The Plaintiff by Abner Morgan Esq. his Att^y and the Deft the
 three Times publicly called to come into Court makes Default
 of appearance here — Wherefore it is considered by the Court
 that said Timothy do recover against said Caleb Twenty six pounds
 one shilling and five pence of lawful Money Debt & Costs of Suit taxed at
 £ 2. 2. 6 & the exp^s of s^d Timothy

Newell Esq
 Rogers
 No 145

Worthington
 Morgan Esq
 No 146

Shank
vs
Symour
No 147

Elijah Hunt of Northampton in this County Gent & Collector of the Duties of
Excise & Import Tax's County of Hampshire William Symour Gent & Esqr
Master both of the same Northampton Ditch in all that they render to him
the said Elijah the sum Thirty eight pounds lawful money which they owe
him and unjustly detain for this to wit that whereas said William and
Levi on the first day of May Anno Dom. 1785 at Northampton a Pursuit by
their certain Writing obligatory sealed with their seals acknowledged them
selves to be indebted & bound to s^d Elijah in the sum of Thirty eight
pounds lawful money to be paid to him the s^d Elijah & to receive for
in s^d Office where thereto requested - Yet s^d William & Levi the requested
have not paid the same but neglected to the Damage of s^d Elijah
Forty pounds - The Plea appears by Caleb Strong Esqr his
Affidavit and the said William & Levi they appeared before the Court
called to come into Court in default of appearance there
Wherefore it is considered by the Court that said Elijah do
recover against said William & Levi Sixteen pounds five
shillings & seven pence of lawful money less the Costs of such
Pursuit at the Court & the costs - Done at Mar 14. 1787

Commonwealth of
vs
Thillam
No 148

Commonwealth of Massachusetts

To the Sheriff of our County of Hampshire or his Deputy
Greeting - Whereas on the last Tuesday of August Anno Dom
1785 before the Justices of our Court of General Sessions of the
Peace holden at Northampton within & for our s^d County of
Hampshire personally appeared Thomas Thillam of Westfield
in our County of Hampshire Trader and acknowledged him
self to be indebted to us in the sum of Two hundred pounds
to be levied of his Goods & Chattels Lands or Tenements and in
want thereof of his Body to our Use if Default should be made
in the Performance of the Condition following to wit that whereas
the above bounden Thomas Thillam was bound & allowed by
the Justices of our Court of General Sessions of the Peace to be bail
for the space of one whole year next ensuing & no longer out of his
now bound House the s^d Westfield & spiritous Liquors to be spent
out of Doors & not otherwise - If therefore the said Thomas Thillam
should not entertain or suffer any Person or Persons to sit
drinking or playing in his House Cellar Backside or any of the
Dependencies of the said House nor should sell any other Sort
of Drink that what he is bound for as aforesaid & should &
do in and by all things observe the Directions of the Law relating
to Persons bound for retailing out of Doors only & should
keep & render unto us the sum of & pay such Duties as were required
by our Law of the Commonwealth in titling and Act paying Duties
of Imported Excise on certain Good Wares & Merchandise
therein described as then s^d Recognizance to be void but on
s^d fault thereof to abide & remain in full Force & Virtue as by
the Award of s^d Recognizance appears - And whereas We have
in our Court as aforesaid understood that s^d Thomas hath not
kept & rendered such Sums to or paid such Duties as were required
by the s^d Law of the Commonwealth & hath not accounted & paid
in to the Collector of Excise for the s^d County the Excise Duties of
the used Articles mentioned in the s^d Act by him brot taken in
& received as by s^d Act is directed & enjoined & by the Default
of s^d Thomas as aforesaid the s^d Sum is forfeited to Us & has
not been paid but still remains due & to be paid in manner
aforesaid for our Use and We being willing to have the same or due
the duty paid to Us & satisfied as such we require - command You the

You make known to the said Thomas that he appear before our
Justices of our Court of Common Pleas next to be holden at Springfield
within & for our said County of Hampshire on the third
Tuesday of May next to shew cause if any he has why exe-
cution should not issue against him for the sum of two hundred
pounds for paid to us as a fine and costs of suit & further to
do or receive what our said Court shall think & there consider con-
cerning him in this behalf & have you there this writ &c

And now at this Time Caleb Strong Esq. Att^y pro Rel. comes here
into this Court to prosecute this Action & the said Thomas being
three Times publicly called to come into Court makes Default
of Appearance here ~ Whereupon it is considered by the
Court that Execution do issue in Favour of the Commonwealth
of Massachusetts against the said Thomas for the sum
of Two hundred pounds of lawful money Debt & Costs
of Suit taxed at £ 14 13 2 - Exec. up July 25. 1786.

Commonwealth of Massachusetts vs Joseph Cote of Chs
terfield in this County Inkeeper Debt in a Plea that
the said Joseph under to the said Commonwealth the sum
of two hundred pounds being the Forfeiture of his Recogni-
zance by his not rendering his accounts & paying the Duties
of Excise &c as is set forth more particularly in the
original Writ on File &c

Sidem
vs
Cote
No 149

And now Caleb Strong Esq. Att^y pro Rel. comes here
into Court to prosecute this Action & the said Joseph being
three Times publicly called to come into Court makes
Default of Appearance here ~ Wherefore it is considered
by the Court that Execution do issue in Favour of the
Commonwealth against the said Joseph for the said
sum of two hundred pounds Debt & Costs of this Suit
taxed at £ 14 10 0 ~ Exec. up July 25. 1786.

Commonwealth of Massachusetts vs Noah Dewey of
Westfield Trader Debt in a Plea that Noah under
to the Commonwealth Two hundred pounds for paid
id to them by his Recognizance for not rendering his
accounts & paying the Duties of Excise &c as is more
particularly set forth in Writ on File &c

Sidem
vs
Dewey
No 150

And now at this Time Caleb Strong Esq. Att^y pro Rel.
publica comes here into Court to prosecute this Action
and the said Noah the three Times publicly called to
come into Court makes Default of Appearance here
Wherefore it is considered by the Court that Execu-
on do issue in Favour of the Commonwealth against
the said Noah for the aforesaid sum of Two hundred
pounds of lawful money Debt & Costs of Suit taxed
at £ 12 12 8 ~ Exec. up July 25. 1786 ~

John Ford, Adm^r
Pet^r for Sale
of Real Estate
& Order thereon
No 151.

Humbly shews David Marks Administrator on the Estate of John Ford late of Worthington in the County of Hampshire deceased & Petitioner that the personal Estate of said deceased is insufficient to discharge the Debts due from said Estate with the Charges of Administration &c, said Debts exceeding the personal Estate the Sum of Ninety pounds one shilling & ten pence as by the Certificate from the Office of Registry of Probate of Wills for said County herewith exhibited appears & prays he may be empowered to make Sale of so much of the Real Estate of said deceased as shall enable him to pay said Debts &c &c Whereupon it is considered by the Court that the Administrator aforesaid may make Sale of so much of the Real Estate of said John Ford as will produce the Sum of Ninety three pounds of lawful Money for the purposes aforesaid he observing the Directions of the Law relating to such Sales

Bury Lawrence Adm^r
Pet^r for Sale of
Real Estate & Order
thereon
No 152

Humbly shews Merabiah Lee Administrator on the Estate of Lawrence late of Conway in the County of Hampshire deceased & Petitioner that the personal Estate of said deceased is insufficient to discharge the Debts due from said Estate, said Debts exceeding the personal Estate the Sum of Three pounds four shillings & nine pence as by a Certificate from the Office of Registry of Probate of Wills for said County herewith exhibited appears & therefore prays he may be authorized to make Sale of so much of the Real Estate of said deceased as will enable him to discharge said Debts with Cost of Sale &c And thereupon it is considered by the Court that said Administrator may make Sale of so much of the Real Estate of said deceased as will produce the Sum of Seven pounds & ten shillings for the purpose aforesaid he observing the Directions of the Law relating to such Sales

Robt Pebbles Adm^r
Pet^r for Sale &
& Order thereon
No 153

Humbly shews Martha Pebbles Administratrix on the Estate of Robert Pebbles late of Moulsham deceased that the personal Estate of said deceased is insufficient to discharge the Debts & Debts exceeding the personal Estate the Sum of Forty nine pounds nineteen shillings & four pence, as by a Certificate from the Office of Registry of Probate &c herewith exhibited appears & therefore prays he may be allowed to make Sale of so much of the Real Estate of said deceased as shall enable him to pay said Debts &c Thereupon it is considered by the Court that said Administratrix may make Sale of so much of the Real Estate of said deceased as shall produce the Sum of Fifty two pounds & ten shillings for the purposes aforesaid he observing the Directions of the Law relating to such Sales

Stephen Hickcox
Adm^r Pet^r for Sale
& Order thereon &c
No 154

Humbly shews Lydia Hickcox Administratrix on the Estate of Stephen Hickcox late of Graywilly in the County deceased that she obtained Leave to sell so much of the Real Estate of said deceased as amounted to the Sum of Eighty two pounds in Paper Money that there has since been exhibited into the Office of Registry of Probate of Wills &c to the amount of Fourteen pounds four shillings & five pence that by reason of the Depreciation of the Currency she has been unable to pay the Debts against said Estate. She therefore prays she may be allowed to make Sale of so much of the Real Estate of said deceased as will enable her to discharge said Debts &c It is thereupon considered by the Court that said Administratrix may make Sale of so much of the Real Estate of said deceased as shall produce the Sum of One hundred & five pounds for the purpose aforesaid she observing the Directions of the Law relating to such Sales

Thomas Williams of Roxbury in the County of Suffolk Plaintiff
 v. Joseph Davenport of Colrain in the County of Worcester Defendant
 in a Plea of the Case for that s^d Davenport a^t Colrain v^r at Colrain
 aforesaid on the fourth day of December Anno Domini 1781 by his
 Note for Value rec^d promised the Pl^t to pay him an Order Five pounds
 fourteen shillings solid Coin with Interest within three months
 from the Date of s^d Note - Yet said Davenport the requested has not
 paid the same but neglects it to the Damage of said Williams
 Ten pounds - The Pl^t appears by John Parret Gent^l who att^r
 and the Deft^l the three times publicly called to come into Court
 makes Default of appearance here - Wherefore it is considered
 by the Court that said Thomas do recover against s^d Joseph
 Eight pounds four shillings & seven pence of lawful money &
 costs & Costs of which taxed at £ 3. 0. 0 & three p^{rs} -
 Given July 10 1786

15
 10155

Joseph Hall of Haverhill & Samuel Hall of Haverhill both of the County of Hampshire
 v. Sampson of Williamstown in the County of Berkshire
 Plaintiff in a Plea that he render them sixteen pounds three shillings
 and six pence which to them he owes and from them any sum the detaining &
 whereon the s^d Hall are liable as that they by the Concurrence of the Justices
 of this Court on the second Tuesday of February Anno Domini 1784 recovered
 Judgment against the said Sampson for the sum of Fourteen pounds thirteen shillings
 six pence & eight farthings & the 19. 10. 6 of said Court, whereof s^d Sampson is
 bound as by the Records of s^d Court appears - Which Judgment remains in
 full Force no way reversed annulled or satisfied, where by an Action accrues
 to him to demand & have of said Sampson said sum of £ 16. 3. 0. Yet
 said Sampson the requested has never paid the same but neglects it to the
 Damage of s^d Joseph & Samuel Twenty pounds - The Pl^t appears by s^d
 Williams Esq^r who att^r and the Deft^l the three times publicly called to come
 into Court makes Default of appearance here - Wherefore it is consid
 ered by the Court that said Joseph & Samuel do recover against said Samp
 son Eighteen pounds six shillings & nine pence of lawful money & the
 Costs of Suit taxed at £ 2. 5. 2 & three p^{rs} -
 Given June 18 1787

10156

Lemuel Seale of Southampton in the County of Hampshire Plaintiff
 v. Fairman of Norwich in the County of Suffolk Defendant
 in a Plea for that said Lemuel a^t Southampton on the fourth day of
 July last past by his Note for Value rec^d & promised the Pl^t to pay him
 Five pounds worth of Grain Buxen Works to be delivered in or to said
 Lemuel House on the first day of December then next - in full the
 Pl^t avers that he always was ready at the time & place of Delivery
 of the Articles aforesaid to receive the Corn but s^d Fairman never
 said Lemuel the requested has never paid the same but neglects it to the
 Damage of said Lemuel Three pounds - The Parties appear
 by their Att^r and a^rves that this Case be removed to the Court of King's Bench
 and that Judgment be there final & lawful it is considered by the Court
 that they accordingly have Day here in Court until the last Tuesday
 of August next

10157

James New Jacob Dan Administrator on the Estate of Sam^l Pines
 v. Samuel Pines late of West having paid in the Court of s^d James Pines
 the personal Estate of s^d Decedent as aforesaid a Plea for s^d James
 ten shillings & three pence and the Real Estate aforesaid for s^d James
 the Debt of s^d Decedent against s^d Estate amounting to Fifty three pounds
 sixteen shillings - and therefore prays he may be enabled to
 to make Sale of the Real Estate of s^d Decedent to enable him to
 pay the Creditors their several Proportions of their Debt as the Law
 requires - And thereupon it is considered by the Court that said
 Administrator may make Sale of the Real Estate of s^d Decedent
 he observing the Directions of the Law touching such Sales

10158

Thos Robinson
Adm^r P. P. for
Sale
No 150

Humbly shew Jacob Bates Administrator on the Estate of
Phineas Robinson late of Chaville in the County of Hampshire
deceased that the personal Estate of said deceased is insufficient to
discharge the Debt due from said Estate with the Charges of Administration
on said Debt exceeding the personal Estate One hundred & thirty seven
pounds three shillings & nine pence the said Debt may be
imposed by the Court to make the sale of 20 mth of the Real
Estate of said deceased as well enable him to pay said Debt with the said
charges and it is considered by the Court that said Administrator
may make sale of so much of the Real Estate of said deceased as shall
produce the sum of One hundred & forty pounds for the purposes
aforesaid he observing the directions of the Law relating thereto

or in Leonard
Adm^r P. P. for
Sale
No 150

Humbly shew George Leonard Administrator on the Estate
of Joseph Leonard late of West Wymondley in the County of
Hampshire deceased is insufficient to discharge the Debt
due from said Estate with the Charges of Administration
on said Debt exceeding the personal Estate the sum of Eighty
nine pounds fourteen shillings & eleven pence as by
the Certificate from the Register of Probate now exhibited
appears, and prays he may be empowered to make sale
of so much of said deceased's Real Estate as will amount to
the difference aforesaid together with the Charges of sale
and therefore it is considered by the Court that said
Administrator may make sale of so much of said
deceased's Real Estate as shall produce the sum of
Twenty three pounds for the purposes aforesaid, he ob-
serving the directions of the Law touching such sales

The foregoing Judgments before being
made & uttered upon the same as aforesaid
& the Court was adjourned without Day
Attest Rob. Breckle

209
The undersigned, John C. Smith, Esq., Clerk of the Court
of the County of Hampshire, on the 1st day of August, 1880

Tested of the said Court, in open Court, at the County of Hampshire, on the 1st day of August, 1880.

Charles Porter Esq.

John Bliss Esq.

Samuel Hather Esq.

Early on the morning of this day there were
held a considerable number of persons under arms
who, paraded near the Court House, with a view
to prevent the Court from sitting. A Committee
from whom, created a petition, which the Court
would not proceed to do until the Court
having considered the petition, thought proper to
to have a full Court of the Court in session. The
holder in the Court, and the Court, and the Court
let now proceed in said Court, to the Term of this
Court next to the Court of the Court, for the
County of Hampshire, on the 1st day of August, 1880
under next, and without delay.

Wm Rob Breckler

• *Alumina*

Alumina is a compound of
Aluminum and Oxygen. It is a
white, crystalline solid. It is
found in nature as a mineral
and is used in the manufacture
of glass, paper, and other
materials. It is also used in
the treatment of water.

Commonwealth of Massachusetts Hampshire ss -

At the Court of Common Pleas
holden at Springfield within & for
the County of Hampshire on the third
Tuesday of May being the 15th day of
said month and from Day to Day to the
19th day of the same month Anno Domini
1787

May Term
1787

Justices of the said Court, present -

- Cleaver Porter Esq^r
- John Bliss Esq^r
- Samuel Mather Esq^r
- Ab^m Burbanks Esq^r pro spe. cau^r

Jury of Trials

- | | |
|------------------------------------|-------------------|
| Ebenezer Colton Juror ^r | La Mei. |
| Simon Pomeroy | 1 ^o |
| Asa Newton | Bel |
| David Nash Jun ^r absent | Stad |
| Paul Sheldon | 1 ^o |
| John Davis | East ^o |
| Thos ^o Marsh | Stad |
| Simon Stiles | West ^o |
| Aaron Morgan | Brim |
| Westol Noble | Gran |
| Gad Horton | 1 ^o |
| John Ashley | 1 ^o |
| Asahel Parsons excused | Stad |
| Nathan Bliss excus ^d | 1 ^o |
| Luther Van horn excus ^d | 1 ^o |

In the Cases of Thompson v. Billings & in par. contra de
Elliot v. Foster Talibus was on
Eddy v. Brooks

Green
Stiles

Jacob Green of a Place called Schoharie in the County of
Albany. County of Albany & State of New York German
Jury of 10th March 1811 State of Greenville in the County of German
Dept in a Plea of Trespass on the Case as is of Record heretofore
The said Parties appear by their respective Attys and agree that this
Case be continued under the Rule of Reference heretofore entered into
until the next Term - And it is considered by the Court that said
Parties have Day here in Court until the last Tuesday of August next

Colton
Brewer

Andrew Colton of Springfield in the County of Coddwainier Ill. 1811
Solomon Brewer of the same Springfield German Dept. The Plea
appears by Moses Bliss Esq. his Att. and the Dept. the three times
publicly called to come into Court makes default of appearance
here & therefore it is considered by the Court that the said Colton
do recover against said Solomon Twenty pounds of lawful mo-
ney Damages & Cost of Suit taxed at £ and there of

Fowler
Fowler

Bulldad Fowler of Westfield in the County of German Ill. 1811
of Southwick in the County of German Dept. in a Plea as is of Record
heretofore - The Parties appear by their Attys and agree that this
Case be continued without Costs under the Rule of Reference heretofore
entered into, until the next Term - And it is considered by the
Court that said Parties have Day here in Court until the last Tuesday
of August next

Thompson
Billings

Benjamin Thompson of Ware in the County of Hampshire German Dept.
Benjamin Billings of Belmarstown in the same County German Dept.
in a Plea of Trespass as is of Record heretofore -
And now the Plea appears by Simon Strong Esq. his Att. at the Dept.
by Caleb Strong Esq. his Att. comes & defends the Free & Injury whom he
and says that he is not guilty in manner & Form as the Plea states
heard and they put himself on the Country - And the Plea is taken
And the 3rd Benjamin Billings as to the taking the said Pair of Beavers
and carrying them away by the said said Thompson in the first Count in
supposed to have been done by the 3rd Billings by Leave of the Court, first
read & obtained further proof & says, that the 3rd Thompson ought not
to have or maintain his said Action thereupon again & then because
he says that he the 3rd Billings at the Court of Common Pleas holden at
Northampton in and for the County of Hampshire on the last Tuesday of
August 1811 did not plead the 3rd Thompson in a certain Plea of
Trespass on the Case as is of Record in the same Court the 3rd Billings and
Thompson severally appeared in the same Court & then & there agreed
that the same Case should be continued until the next Term of the same
Court and it was then so considered by the same Court that the said
Parties accordingly should have Day in the said Court until the second
Tuesday of November next & afterwards & after the Time of the 1st
day supposed in the first Count in the Plea Declaration in the Plea
now presented to wit on the said second Tuesday of November the said
Billings and Thompson appeared in the same Court & then & there
agreed to refer & did then & there refer the Case so as aforesaid at and
and in the same Court in which the said Billings was Plaintiff as aforesaid
and all Demands subsisting between them the said Billings and
Thompson to the Judgment & Award & Determination of 27 Justices
of the Peace Aaron Meritt & Job Whitcomb & the said Billings & Thompson
did then & there agree that the Award of the 27 Arbitrators on any two or
three of any concerning the matters submitted to them as aforesaid
should be final and that the same should be returned in the same Court
and that Judgment should be made up & Execution thereupon accordingly
which said Agreement & Reference was then & there made a Rule of
the same Court and it was then & there considered by the same Court

that the said Parker should have Day in Court until the second Tuesday of February then next - and afterwards to wit the said second Tuesday of February the said Billings & Thompson again appeared in Court and the 3^d Josiah Barrow & John the Referees chosen & appointed as aforesaid then & there brought into the Court their award of & concerning the matters submitted to them as aforesaid as follows to wit that the said Benjamin Billings should recover against the said Benjamin Thompson Five pounds three shillings & six pence of lawful money Damages & Costs of Court & Expenses and thereupon it was considered by the same Court that the said Billings should recover against the said Thompson Five pounds three shillings & six pence of lawful Money Damages & Costs of Suit taxed at Twentien pence & seven shillings & ten pence and that the said Billings have his Exors as by the Record & Proceedings thereof in Court remaining appears - And the 3^d Billings said that the second Tuesday of November abovesaid was long after the last Day of July in the 3^d first Court men tried and that the 3^d Billings & Thompson referred all Damages & Substantive testimony there as aforesaid long after the Trespas in the said first Court in the said Thompsons Writ supported and that the said Billings is ready to verify wherefore he prays Judgment if the 3^d Thompson ought to have or main- tain his Action aforesaid of & upon the 3^d matters in the 3^d first Court alleged &c -

And the ^d Thompson by his Att^r aforesaid replying says
that for any thing in the Plea of the ^d Billings above alleged
he the ^d Thompson ought not to be precluded of showing and
maintaining his Plea against the ^d Billings because
he says that at ^d Ware on the same Day mention'd in the
Writ wherein the said Turpiss is alleged to have been
done the ^d Billings intending to receive defraud & injure
the said Thompson & him wholly to deprive of the ^d Oxen
and Horse mention'd in the Plea aforesaid & in the first
Declaration in the Writ & having sued out the original
Writ of Attachment of the same Plea or Action wherein
the ^d Billings impleaded the ^d Thompson as in & by the
and alleged in the ^d Billings Plea above, shewed and
caused the same Oxen & Horse to be taken & attached in
one Lewis Collier a Deputy Sheriff in the service of the
same Writ, under pretext & colour that the same Oxen
& Horse were attached for security to satisfy the judgment
which the ^d Billings should recover against the said
Thompson of Trial of the same Actions & caused the same
Oxen & Horse to be committed & delivered to himself by
the same Deputy Sheriff to be by him kept in captivity
till as by due Attachment & process of Law for the
purpose aforesaid, did under the Colour & pretext aforesaid
take & carry away the same Oxen & Horse & them in his custody
under the same pretext for a long time detain to wit to wit
after the second Tuesday of November mention'd in said
Billings Plea aforesaid, & long after the making the award aforesaid
between the ^d Billings & Thompson, by means & use of the Writ
which is the same taking & carrying away which was done under
colour of the Attachment aforesaid at the time when the said
Tribunals did make the award aforesaid was by the said
Billings & covered and concealed under colour & pretext

Thompson
vs
Billings

of attachment by legal Process, and the 3^d Billings Inter-
vention in the original taking & carrying away the same Oxen
& Horses, so wholly unknown that the 3^d Thompson could
not lay before 3^d Arbitrators any Demand on Account of
the same Trespass & the said Arbitrators by Reason of the
Jury did never hear counsel or award thereon -
all this he is ready to verify wherefore he prays Judgment
and that his Damages by Reason of that Trespass may
be adjudged to him - And the said Billings says that
the 3^d Thompson ought not to have or maintain his Action aforesaid
thereof against him because he says, that the well known it is -
that the same Oxen were taken & attached by the 3^d Lewis Collins
Deputy Sheriff as aforesaid in the Town of the Unit mention'd
in the 3^d Repleation of the 3^d Thompson were committed and
delivered to him the said Billings by the same Deputy Sheriff &
were then & there taken & carried away by the 3^d Billings - Yet
the 3^d Billings says, that long before the 3^d Second Tuesday of Nov:
ember Seventeen hundred & eighty four to wit on the first day
of October in the same Year a Belcher Town aforesaid he the
said Billings converted & disposed of the same Oxen to his
the 3^d Billings own Use of all which the 3^d Thompson there
before the same Second Tuesday of November to wit on the first
Day of October had Notice without that that the said Trespass
at the Time when the said Arbitrators did make their Award
aforesaid was by the 3^d Billings so covered & concealed under
colour & Pretence of Attachment by legal Process & the said
Billings Intervention in the original taking & carrying away the
same Oxen so wholly unknown that the 3^d Thompson could
not lay before 3^d Arbitrators any Demand on Account of
the 3^d Trespass, and this the 3^d Billings is ready to verify
wherefore as before he prays Judgment if the 3^d Thompson ought
to have or maintain his Action aforesaid of & upon the
Matter in the first Count alleged &

And the 3^d Bay Thompson says, that the Trespass at the
Time when the 3^d Arbitrators did make their Award aforesaid
was by the 3^d Billings so covered & concealed under Colour and
Pretence of Attachment by legal Process, & the 3^d Billings
Intervention in the original taking & carrying away the same
Oxen so wholly unknown, that the 3^d Thompson could not
lay before the 3^d Arbitrators any Demand on Account of said
Trespass and this he prays, may be enquired of by the Country
and the said Billings likewise

And thereupon the Jurors of the Jury according to the
Form & Effect of the Statute in such Case made and
provided at this Time returned likewise come here in
to Court and being sworn as the Law
directs, declare upon their Oath by Benjamin Boston their Fore-
man that they find that the said Trespass at the Time when the said
Arbitrators did make their Award aforesaid was by the
said Benjamin so covered & concealed under Colour & Pretence
of Attachment by legal Process & the 3^d Billings Intervention
in the original taking & carrying away the same Oxen so
wholly unknown that the 3^d Benjamin Thompson could not
lay before said Arbitrators any Demand on Account of the

lawfully called to come into Court makes Default of appearance
and there - Whereupon it is considered by the Court that
said Jonah do recover against said William Ten pounds
and seven shillings of lawful money Damages & Costs of
Suit taxed at £2.17.0, and there of he may have his
Execr against William or the Estate of William in
the Lands of Samuel

Eddy
Brooks

Joshua Eddy of Wilbraham in the County of Worcester
vs. Caleb Brooks of Western in the County of Worcester
German Debt in a Plea as of Record here, for

And now the Plf appears by Abner Morgan Esq. and says
Merick Gent. his Att^y and the Dft by Caleb Brooks Esq.
his Att^y comes & defends & says that he never promised
in manner & Form as the Plf hath alleged & that of puts him
up on the Country - And the Plf likewise - Thus being now
impanelled and sworn as the Law directs to by the Issue de
clare upon their Oath by Mr. Benney Cotton their Foreman that
they find the Dft never promised in Manner & Form as is
set forth in the Declaration - And thereupon it is considered
by the Court that the Dft do recover against the Plf Joshua his
Costs taxed at Eight pounds seven shillings & three pence

Whereupon the Plf Joshua here in Court in his own Person appeals
from the Judgment of this Court to the Supreme Judicial Court
to be holden at Springfield in & for the County of Hampshire
on the fourth Tuesday of September next and he recognises with
sureties as the Law directs for his prosecuting his said Appeal
with Effect as by said Recognizance on File does appear

Worthington
Shub

John Worthington of Springfield in the County of Hamp
vs. Ezech Shub of Grafton in the County of Suss^{sex} Debt in a Plea
as is of Record here to fore - The Parties appear & agree to a Court
name under the Rule of Reference hitherto entered into and
it is considered by the Court that they accordingly have Day here
in Court until the 10th Tuesday of August next

Barthelt
Shub

Thomas Barthelt of Ashfield in the County of Hampshire vs.
vs. Thomas Shub of the same Ashfield bondwaine Debt in a Plea
as is of Record here to fore - The Plf appears by Wm. Ballings Esq.
his Att^y and the Dft the same Times called to come into Court
makes Default of appearance here - Whereupon it is considered
by the Court that the Plf Thomas do recover against the Dft John Ten
pounds seven shillings & seven pence of lawful money Damages
and Costs of Suit taxed at £4.12.0 & there of &c
Ex. of Aug. 1787

Shub
Vicker

William Shub of Brookline in the County of Suffolk vs.
vs. John Vicker of Brookland in the County of Suss^{sex} Debt in a Plea
as is of Record here to fore - And now the Plf appears by Caleb
Brooks Esq. his Att^y & makes Judgement - And thereupon it is consid
ered by the Court that said William do recover against said
John Judgement for his Debt of the Lands &c. sued for
and Costs of Suit taxed at £9.7.10 & there of &c
Writ of Fac. hab. Esq. of Oct. 13. 1787

William Thyslop of Brookline in the County of Suffolk Esq^r
Plf^r as Jonah Cook of Buckland in the County of Devon Esq^r
in a Plea as is of Record heretofore - The Plf^r appears by C^t Strong
Esq^r his Att^y & prays Judgment - And it is considered by the
Court that s^d William do recover against said Jonah Judgm^t
wth for his Seizin & Possession of the Lands & exp^d for said
costs of suit taxed at £ 9. 10 x thereof

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Thyslop Esq^r
Cook

William Thyslop of Brookline in the County of Suffolk Esq^r
Plf^r v. Anthony Jones of Buckland in the County of Devon Esq^r
Def^t in a Plea as is of Record heretofore - The Plf^r appears
by C^t Strong Esq^r his Att^y and prays Judgment - And it is con- sidered by the Court that s^d William do recover against said
Anthony Judgm^t for his Seizin & Possession of the Lands
remanded - and costs of suit taxed at £ 9. 8. 0 x thereof
Writ of Hai. hab^t Sept^r 13. 1787

9 desor
as
Jones
M^r Talbot
Smith

William M^r Tall of Pelham in the County of Gloucester Esq^r
Plf^r v. Hugh Smith of the same Pelham Gloucester Esq^r
Def^t in a Plea as is of Record heretofore - The Plf^r appears &
prays Judgment - And it is considered by the Court
that said William & Elizabeth do recover against said
Hugh One hundred pounds of lawful Money being the penal
sum of the Bond - And that s^d William & Elizabeth may
have their Writ of Execution against s^d Hugh for their Dam-
ages to this Time & exp^d by the Court at Twelve pounds and
p^rten shillings and costs of suit taxed at £ 3. 10. 6
- Exon^r & p^r May 22. 1787

Obadiah Dickinson of Hatfield in the County of West^m Esq^r
Plf^r v. Bury^r Tupper of Chesterfield in the County of Derby Esq^r
a Plea as is of Record heretofore - The Plf^r being now there
Triner publicly called is Nonsum^t, the Def^t defaulted and
the Action is dismissed

Dickinson
Tupper

Joseph Stevens of Peterham in the County of Worcester Esq^r
Plf^r v. Sarah's Widow of Chesham in the County of Wilts^r Esq^r
ministratrix on the Estate of s^d Charles who was late of s^d Chesham
deceased & in s^d capacity Def^t in a Plea as is of Record heretofore -
The Plf^r appears by his Att^y and the Def^t by her Att^y comes
& defends &c. and says the s^d Joseph ought not to have or maintain
his said Plea, but that he ought to be barred because she sa^y
that after the Recovery of said Judgment in Term a^go said by
the Plf^r against the said Charles in his Lifetime the Plf^r
sued out a Writ of Exon^r & an alias Exon^r on the same Judgment
against the s^d Charles in due Term of Law the said alias
Writ bearing Date the sixth day of September sixteen hundred
and eighty two which the Def^t sa^y was duly extended upon the
Real Estate of the s^d Charles by the Plf^r Order & Direction to
work on the twenty fourth day of November then next & before the
Return day thereof & the Land of the s^d Charles & duty ta-
ken by the Direction of the Plf^r appraised & set off in full to
satisfy said Judgment & Execution, & all lawful Int^r & Charges
thereon as appears by the Return indorsed on the Back of s^d
Execution of Record - Wherefore the Def^t prays Judgment wth
the said s^d Joseph ought to have or maintain his s^d Plea against her
s^d Sarah & Judgment for her costs

Stevens
Sarah's Widow

And the s^d Joseph now lies in Court, near Oyer of the s^d Return on the
Back of the said Execution and it is read to him in the Words following

Vol. 1 Hampshire Nov 24. 1782 By Direction of the within Creditors
for the above Execution, this day laid the same upon two cer-
tain Tracts of Land of the within named Maryskub Spooner
of Charlemont in S County which is particularly bounded and
described in the Plans & Returns of the Surveyor hereto annexed
and in the above Return the Appraisers Wm Isaac Hubbard
who was chosen by the Debtor & John Burdick & Joseph White, cho-
sen by the the Subscribers they being independent discreet men
and freeholders in the County of Hampshire who were duly
sworn as Appraisers by the above Creditor & they having
viewed the said Tracts did appraise the same to be worth
the sum of fifty six pounds ten shillings lawful Money &
no more. The Debts & Costs of the within Execution with many other
first serving the same & other Charges which necessarily arise
about the said Affair amount to the sum of fifty six pounds
ten shillings and I am ready to deliver to the said Creditor the
same & possession of the same Tracts of Land when legally
called upon John Tholen Dep^t of the Debtor. This agreed
that either party may plead answer at the Supreme Court.

The said Court says the foregoing Plea is insufficient & prays Judg-
ment ~ And the said Sarah says her Plea is sufficient ~

Whereupon all & singular the Premises being seen & by the Court
here fully understood, forasmuch as it appears to the Court that
the Plea & answer of the said Sarah by her above pleaded & the Mat-
ters therein contained, are a full & sufficient Answer to the De-
claration of the said Joseph ~ And that Joseph for his groundless
Claim be now Mised ~ And it is considered by the Court that
the said Sarah do recover against the said Joseph her Costs in de-
fending the suit of Joseph taxed at ~

Whereupon the said Joseph by
his ~~Att~~ appeals from the Judgment of this Court to the
Supreme Judicial Court to be holden at Spring field in and
for the County of Hampshire on the fourth Tuesday of September
next as he recognizes with Sureties as the Law directs for said
Joseph prosecuting his Appeal with Effect as by R. Ruggance
on file does appear

Abord
Leonard

Chasr. Abord of Wotton in this County Yeoman App^r
Nathan Leonard of same Wotton Gent^l Dep^t in a Plea
as of Record heretofore ~ The Plea being called is Mised &
the Dep^t is Defaulted & the Action is dismissed

Williams
Reason an Abord

Elijah Williams of Newbury in the Province of Nova Scotia
App^r vs John Garrison of Newbury in this County
Yeoman Adm^r on estate of Samuel Poole late of S^d Newbury
deceased & in S^d County Dep^t ~ The Parties appear & agree to a
continuance ~ And it is considered by the Court that the Parties
have Day here in Court until the 10th Tuesday of August next

Good
King

Simon Good of Hadley in this County Yeoman App^r vs
King of Wotton in this County Yeoman Dep^t in a Plea
as of Record heretofore ~ The Parties appear ~ And Sam^l
Nathan Esq^r & others heretofore chosen Referees by the Parties in
this Case being with Court their Award in the Words following Viz
"We the Subscribers being appointed Referees in the Case within men-
tioned have attended at the time & having fully heard the within

Parties & their several Pleas & Pleadings & Allegations & matters considered
the same do award & determine the within mentioned Simon
Shood recover against the within named Asaph Shing the sum
of seven pounds Damages & seven pounds eight pence Costs of
Defence and the Costs of Court to be taxed by the Court, all
which is humbly submitted" And thereupon it is considered
by the Court that said Simon do recover against said Asaph
seven pounds of lawful Money Damages & Costs of Suit taxed
at £ 11. 11. 5 & there of &c. Exonif. May 19. 1787

Henry Marshall of Granville in the County of Norman Plff Marshall
v. James Case of London in the County of Berkshire Def^r Case
Def^r In a Plea as is of Record hitherto - The Parties ap-
pear & agree to refer this Case to the Judgment of M^{rs}
John Bates James Hamblton & Caleb Sparrow, the Lawd
of them or either two of them to be final, Judgment to be
made up & Exonifue accordingly - And it is considered
by the Court that the foregoing Agreement be made a Rule of
this Court, and that the Parties have Day here in Court untill
the 1st of Tuesday of August next

Melison Ellithorpe of Stafford in the County of Stafford Ellithorpe
& State of Connecticut Plaintiff Pl^r John Foster of
Duxton in the County of Worcester Clerk Def^r in a Plea Foster
as is of Record hitherto - The Pl^r appears by M^{rs}
Bliss & Caleb Strong Esq^r her Att^r and the Def^r by Simon
Strong Esq^r his Att^r comes & defends &c. & for Plea says he
never promised in Manner & Form as the Pl^r swears her De-
claration hath alleged and then of puts himself on the
Country - And the S^r Melison likewise - Whereupon the
Jurors of the Jury according to the Form & Effect of the Sta-
tutes in such Case made & provided at this time returned
being demanded like wise come here who to say the Truth
concerning the Promises being in personell'd & sworn as the
Law directs declare upon their Oath that they find the Def^r
promised in Manner & Form as the Pl^r hath alleged
and a sum of Damages for the Breach thereof at one hundred
seventeen pounds ten Shillings - Whereupon it is
considered by the Court that said Melison do recover against
said John one hundred & seventeen pounds & ten Shillings
of lawful Money Damages & Costs of Suit taxed at £ 11. 11. 5

Whereupon said now here in Court in his own Person ap-
pears from the Judgment of this Court to the Supreme Judi-
cial Court to be holden at Spring field in & for the County
of Hampshire on the fourth Tuesday of September next & he
resolves with Sureties as the Law directs for his prosecuting
his S^d Appeal with Effect as by S^d Recognizance on File does
appear

Samuel
21
1011.

Samuel Lyman of Springfield in the County of Guilford
vs. William Cobb of Palmer in the County of Guilford
as is of Record hitherto. The Parties appear & agree to a
continuance - And it is considered by the Court that they
have Day here in Court untill the last Tuesday of August next.

Samuel
21
Noble

Samuel Lyman of Springfield in the County of Guilford
vs. The John Noble of Springfield in the County of Guilford
as is of Record hitherto. The Parties appear &
agree to a continuance - And it is considered by the Court
that the Parties have Day here in Court untill the last Tuesday
of August next.

Mixer
21
Lambert

Phineas Mixer of Faber in the County of Worcester
vs. Isaac Lambert of Fane in the County of Worcester
as is of Record hitherto. The Parties appear &
agree to a continuance - And it is considered by the Court
that they have Day here in Court untill the last Tuesday of
August next.

Pease
21
Mosely

Joseph Pease of Suffield in the County of Hartford & State
of Connecticut
vs. Hannah Mosely of Westfield
in the County of Hampshire
as is of Record hitherto. The Parties appear & agree that any
papers which might hitherto have been filed in this case
may now be filed, and that this case be continued to the next
Term - And it is considered by the Court that the Parties have
Day here in Court untill the last Tuesday of August next.

Smith
21
Cook

Richard Smith of New London in the County of New London &
State of Connecticut
vs. Mary Cook of New London
in the County of New London
as is of Record hitherto. The Parties appear & agree to a continuance - And
it is considered by the Court that they have Day here in Court
untill the last Tuesday of August next.

Daniel
21
Wallis

Nathaniel Danielson of Brainfield in the County of Essex
vs. John Wallis of Mowatt in the County of Cumberland
as is of Record hitherto. The Parties appear and
agree that this case be continued to the next Term & that Judg
ment be then final - And it is thereupon considered by
the Court that said Parties have Day here in Court untill
the last Tuesday of August next.

Blair
21
Gordon

Jacob Blair of Blanford in the County of Worcester
vs. Samuel Gordon of Montpelier in the County of Worcester
as is of Record hitherto. The Parties appear - And Titus Doobittle & others, who are appointed
Referees in this case as well as all demands between the Parties
now bring into Court their Award in the Matter following Vero:
We the Subscribers being appointed Referees between Jacob Blair
Esq. & Saml Gordon Esq. after hearing their several Pleas and
Allegations, & Testimony of Witnesses produced by said Parties the

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Counsellors of the Land in District, do award, judge & determine
that the S^r Gordon shall without Delay deliver Possession to the said
Jacob Blair of the Taver of Land in honor the said Gordon now
together with the House & Barn or pay the said Blair the Sum
of thirty pounds lawful money, said Land bounded as follows
Viz Beginning at a Stake near the River thence running
Northwesterly degrees back to a black Oak Tree near the Ten Acre
Lot in Mountgommery which Line is about a Rod Westward
of the House & bounded northwardly on S^r Ten Acre Lot and
Eastwardly on Land said on to David Massey Esq^r and
Southwardly on the River containing according to the original laying
out thirty Ares and one half an Acre of Land which We do
adjudge to be the freehold of S^r Jacob, and We do further a-
ward the S^r Gordon to pay S^r Jacob Two pounds Damage
for taking a Number of Apple Trees from the Nursery &
likewise that he pay the Cost of the Reference taxed at
three pounds sixteen shillings & eight pence & the Cost
of Court to be taxed by the Court, which is in full Discharge
of all Demands except one certain Judgment which S^r
Blair hath recovered against S^r Turrell for the Horsham
Parks Esq^r which We adjudge ought to be satisfied
according to the Courser Course of Law Whereas our Decree
& Seal this 25th day of August 1786 At the Court of the
John Ferguson & Seal David Jackson that

which said Award is accepted by the Court. And it is
considered by the Court that the said Blair do recover ag-
ainst the said Gordon Judgment for his Possession of L^{and}
in the Lands &c. above described with the Appurtenances
unless he shall pay S^r Blair the Sum of thirty pounds
and also Judgment for the Cost of Suit & Damages taxed
at Eight pounds, sixteen shillings & eight pence and
thereof & — Writ of fac. hab. Sep^r 26. 1784

Richard Tally of Westfield in this County Gent^l Esq^r shall
as William Derby & William Derby Jun^r Joins & William
Black Esq^r all of Wiltshire in this County of Wiltshire Derby &
in a Plea &c. as is of Record here to see — The Apppear-
by Edward Walker Esq^r for the said Richard Tally and the said William
Black Esq^r one of the said Defendants & on record our
before has been made in this Court. Being now three
Times publicly called to come into Court make De-
fence of appearance here, wherefore it is considered by
the Court that said Richard do recover against the said
William seven pounds & six shillings of lawful
Money Damages & Cost of Suit taxed at L¹⁰ 10 s
thereof &c — Writ of fac. hab. Sep^r 18. 1787

169
Abel Leonard of West Springfield in this County Esq^r Leonard
and John at. against Thomas of West Springfield Esq^r Thomas
Gent^l in a Plea &c. — The Apppear-
called to come into Court in Wiltshire of the said Court
and the Action is dismissed

Cooley Caleb Cooley of Long Meadows in this County Yeoman
vs
Hyslop & as William Hyslop of Brookline in the County
Hyslop & as Joseph Merchants & William Burton of Boston in
the County Merchants Debt in a Plea as is of Record
and it is considered by the Court that the Parties have Day here in Court until
the last Tuesday of August next

James Ebenezer Bruce of Blanford in the County Yeoman
Wilson vs Samuel Wilson of Colman in the County Yeoman
Debt in a Plea as is of Record hitherto
The Plea appears and the Debt being three Times publicly
called to come into Court makes Default of Appearance
here - Therefore it is considered by the Court that said Eben-
zer do recover against said Samuel Twenty eight pounds
eighteen shillings & 8. Damages & Costs of Suit taxed at
£3. 6. 2 and thereof &c Ex. of May 25. 1787

Hyslop & as William Hyslop of Brookline in the County of Suffolk
Field & as David Field of Samuel Field Gent. David
Field Junr Husbandman Oliver Field Trader & Elisha Field
Husbandman all of Deerfield in this County Debt in a
Plea as is of Record hitherto - The Plea appears
by Caleb Strong Esq. his Att. and the Debt the three Times
publicly called to come into Court makes Default of Appor-
pearance - Wherefore it is considered by the Court
that the said William do recover against said David
Samuel David Junr Oliver & Elisha One thousand two
hundred thirty six pounds, one shilling & four pence
half penny of lawful Money Damages & Costs of Suit
taxed at £5. 2. & thereof &c Ex. of May 29. 1787

McCarthy Nicholas of Waverly in this County Yeoman. Pl. on Plea
Cur. & as Nicholas & as Nicholas & as Nicholas & as Nicholas & as Nicholas
Debt in a Plea as is of Record hitherto - The Parties appear & agree to a Continuance
under the former Rule of Reference - And it is considered by the
Court that they accordingly have Day here in Court until the last
Tuesday of August next

Apthorp & as Charles Ward of the City County & State of New York Esq. Pl.
Boudoin & as James Boudoin of Boston in the County of Suffolk Esq. & as James
Boudoin of Worcester in the County of Worcester Esq. Debt in a
Plea as is of Record hitherto - The Parties appear by their Att. and
agree to a Continuance of the Cause under the same Rule of Reference
which was agreed upon - And it is considered by the Court that said
Parties have Day here in Court until the last Tuesday of August next

James & as James & as James & as James & as James
Husbandman of the last Will & Testament of David Parsons late Sheriff
of Hampshire County & as said Capacity Pl. with the Indebtedness of
Hampshire a pound Debt in a Plea as is of Record hitherto - The
Plea appears and now Judgment is made and it is considered by the Court
that said Pl. in their said Capacity do recover against said Indebtedness
of Hampshire Five hundred eighty four pounds & four shillings of lawful
Money Damages & Costs of Suit taxed at £11. 0. 0 & thereof &c
Ex. of May 22. 1787

John Worthington of Springfield in this County Esq. vs. Job of Granville
in the same County Husbandman Debtors Plea as is of Record heretofore
The Deft appears & the Deft the three Times publicly called to come into Court makes
Default of appearance here - Wherefore it is considered by the Court that said
John do recover against said Job Twenty eight pounds, eleven pence of
lawful money Damages & Costs of Suit taxed at £ 2.9.8 & thereof
Ex. p. May 19. 1787

Samuel Tower of Cambridge in the County of Albany & State of New York, vs.
Thomas Phelps of this County Gent. Debtors Plea as is of Record heretofore
The Deft being now three Times called in Court the Deft defaulted and the
Action is dismissed

Caleb Chapin of Berne in this County Gent. & Warham Smith of Hadley in this
County Yeoman Debtors Plea as is of Record heretofore
The Deft appears and pray Judgment and thereon it is
considered by the Court that said Caleb & Warham do recover
against said David
and Costs of Suit taxed at £ 3.3.10 & thereof

Jacob Pepper of Waver in the County of Hampshire Husbandman Appraisal
Debt vs. Caleb Hammon of Belchertown in the same County Hammon
Husbandman Debtors Plea as is of Record heretofore

The Parties appear and agree to refer this Case with all Deeds
and to the Determination of Daniel Thayer Esq. William
Scott & Ebenezer Mattoon Esq. the Award of them or either
two of them to be final to be returned into this Court and
Judgment to be made up and Execution there accordingly &
it is considered by the Court that this Agreement of Parties
be entered as the Rule of this Court, and that said Parties have
Day here in Court until the next Tuesday of August next.

Warham Parks of Westfield in this County Esq. Adm. on the
Estate of Elisha Parks of Westfield demand vs. Nathaniel Clark
of Granville in this County Yeoman Debtors Plea as is of Record heretofore
The Deft appears
and the Deft being three Times publicly called to come into Court
makes Default of appearance here - Wherefore it is consid-
ered by the Court that said Warham do recover against said
Elisha Ten pounds of lawful money Damages & Costs of Suit
taxed at £ 2.14.6 & thereof

Uriah Wheeler of
Faxon & others Appellers as is of Rec. & heretofore. The Parties
appear & agree to a Contumace with out Costs and it is consid-
ered by the Court that they have Day here in Court until the
next Tuesday of August next

Tim Horton of West Springfield in this County Physician vs. Portor
vs. Lawrence Stork of Westfield in this County Yeoman Debtors
The Deft appears & the Deft the three Times publicly called to
come into Court makes Default of appearance here - Where-
fore it is considered by the Court that said Timothy do recover against
said Lawrence Twelve pounds three shillings & four pence of
lawful money Damages & Costs of Suit taxed at £ 2.5.3 & thereof
Ex. p. June 13. 1787

Anderson

Jon. a. Why of Helburne in this County vs. Eliza J. Anderson of Deerfield in this County. Plea in a Phase as of Record heretofore. The Parties appear and agree to refer this case together with all demands to the Determination of Messrs. Eldon Stimp Consider. Answer Aaron Whitmer, the Award of them or any two of them to be final, to be returned into this Court. Judgments to be made up and Executed according to and it is considered by the Court that said Parties have Day here in Court under the following Agreement which is under the Rule of this Court, until the last Tuesday of August next.

Wainwold

Wm. Wainwold of Windsor in the County of Fairfield & State of Connecticut vs. M. W. & J. H. Hall of South Fairfield in this County. Plea in a Phase as of Record heretofore. The Plaintiff appears and the Defendant the three times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Wm. do recover against said M. W. & J. H. twenty eight pounds three shillings & six pence of lawful money Damages & Costs of which Taxed at £1. 18. 2 & there of. Dated May 25. 1787.

Wainwold

A. J. Wainwold of Fairfield in this County vs. Widow Adams on Estate of Isaac Sling late of Fairfield dec'd in Capacity of Adm'r. Plea in a Phase as of Record heretofore. The Parties appear and agree to refer this case to the Determination of Messrs. Phineas Upham Dwight Foster Esq. & M. Aaron Perick. The Award of them or any two of them to be final, to be returned into this Court. Judgments to be made up & Executed according to and it is considered by the Court that the said Agreement of Parties be a Rule of the Court, and that said Parties have Day here in Court until the last Tuesday of August next.

Wainwold

William Wainwold of Fairfield in the County of Fairfield & State of Connecticut vs. Reuben Holcomb of Deerfield in this County. Plea in a Phase as of Record heretofore. The Plaintiff appears and the Defendant the three times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Wm. do recover against said Reuben twenty eight pounds three shillings & six pence Damages & Costs of which Taxed at £2. 9. 6 and there of. Dated Apr 29. 1788.

Eddy

Joshua Eddy of Wilbraham in this County vs. John David of Deerfield in this County. Plea in a Phase as of Record heretofore. The Plaintiff appears and the Defendant the three times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Joshua do recover against said John David twenty eight pounds three shillings & six pence Damages & Costs of which Taxed at £2. 9. 6 and there of. Dated May 22. 1787.

Wainwold

William Wainwold of Wilbraham in this County vs. John David of Deerfield in this County. Plea in a Phase as of Record heretofore. The Plaintiff appears and the Defendant the three times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said William do recover against said John David twenty eight pounds three shillings & six pence Damages & Costs of which Taxed at £2. 9. 6 and there of. Dated May 22. 1787.

Varnah Miller of Brimfield in the County of Hampshire
vs John Jones of the same Brimfield Husbandman Plff
Plax as of Record heretofore - The Plff appears & the Defth
the three Times publicly called to come into Court neither Default
of appearance here - Wherefore it is considered by the
Court that said Varnah do recover against P. John Eight
pounds seven shillings & eight pence of lawful money Damages
& Costs of Suit taxed at £ 2.5.8 & thereof

Miller
vs
Jones

Mary Leverett of Middleton in the County of Middlesex & State of
Connecticut Widow Plff vs Samuel Nichols of Brimfield
in this County Gent^l Defth in a Plea as of Record heretofore
The Parties appear & agree to a Continuance and it is considered
by the Court that the Parties have Day here in Court untill the
last Tuesday of August next

Leverett
vs
Nichols

Thomas Wallis of Holland in the County Physician Plff vs
Job Hobbrook of Woodstock in the County of Windham Husband
man Defth in a Plea as is of Record heretofore The
Parties appear & agree to a Continuance and it is consider
ed by the Court that they have Day here in Court untill the
last Tuesday of August next

Wallis
vs
Hobbrook

Mary Leverett of Middleton in the County of Middlesex &
State of Connecticut Widow Plff vs Jonathan Brownman
of Brimfield in this County Gent^l Defth in a Plea as of
Record heretofore - The Parties appear & agree to a Con
tinuance - And it is considered by the Court that said
Parties have Day here in Court untill the last Tuesday of
August next

Leverett
vs
Brown

Isaac Remington of Cummington in the County Yeoman Plff vs
Abel Southworth of the same Cummington Yeoman Defth
in a Plea as of Record heretofore - The Parties appear and
agree to a Continuance - And it is considered by the Court that
they have Day here in Court untill the last Tuesday of
August next

Remington
vs
Southworth

William Hyslop of Brooklyn in the County of Suffolk Plff vs
S^r Plff vs Samuel Harvey & Oliver Field both of Deer
field in this County Yeoman & their wife called together
Defth in a Plea as is of Record heretofore - The Defth
appears & the said Simon & Oliver the three Times public
ly called to come into Court make Default of appearance
here - Wherefore it is considered by the Court that said
William do recover against said Simon & Oliver Eight
pounds seven shillings & eight pence of lawful money
Damages & Costs of Suit taxed at £ 2.11.2 & thereof
20th of Oct. 13. 1787

Hyslop vs
Harvey &
Field

William Hyslop of Brooklyn in the County of Suffolk Plff vs
S^r Plff vs Oliver Field Yeoman & Samuel Field Gent^l both
of Deerfield in this County Defth in a Plea as is of Record
heretofore - The Plff appears & the Defth the three Times public
ly called to come into Court make Default of appearance here

Hyslop vs
Field &
Field

Wherefore it is considered by the Court that said William do
recover against s^d Oliver & Samuel Thirty three pounds & ten
pence of lawful money Damages and Costs of Suit taxed at
L^d 4. 11. 2 & thereof s^d Ex^o i^o May 19. 1787

Coburn
Phillips

Nath^l Coburn of Chesterfield in the County of Monmouth
vs. Brew Phillips of the same Chesterfield Monmouth Def^t in
a Plea as is of Record heretofore. The Parties appear
and agree to refer this Case with all Demands to the Discre-
tion of Nath^l Cager Esq^r Mess^{rs} Ben^g & Peter and
Com^{rs} Eaton, the award of them or either two of them
to be final, to be returned into this Court, Judgments to
be made up & Execution issued accordingly. And it is
considered by the Court that this Agreement of the said
Parties be entered as the Rule of this Court & that they have
Day here until the second Tuesday of August next.

Whitaker
McIntire

Jeremiah Whitaker of Rutland in the County of Worcester
vs. Labourer Peter Thomas McIntire late of Plainfield or
Barnington alias Number Seven alias Hall Equivalents
Def^t in a Plea as is of Record heretofore.
The Pl^{ff} appears & prays Judgment. And it is considered
by the Court that s^d Jeremiah do recover against said Tho-
mas Eleven pounds & six pence of lawful money Damages
and Costs of Suit taxed at L^d 2. 17. 8 & thereof s^d
Ex^o i^o May 23. 1787

Higginbotham
Clap

Niles Higginbotham of the Kenton District in the County of Albany
vs. State of New York Def^t in a Plea as is of Record heretofore.
The Pl^{ff} appears & prays Judgment. And it is considered
by the Court that said Niles do recover against said State
Twenty one pounds of lawful money Damages & Costs of Suit taxed at
L^d 2. 18. 6 & thereof s^d Ex^o i^o Feb. 19. 1788

Cooler & W^r
Dickinson

Carroll Cooler of Hampshire in the County of Guilford
vs. Aaron Dickinson of the same Hampshire Guilford Def^t in a Plea as
is of Record heretofore. The Pl^{ff} appears and the Def^t the latter
times publicly called to come into Court makes Default of appearance
here. Wherefore it is considered by the Court that said Daniel do
recover against said Aaron Six hundred & seven pounds of lawful
money Damages and Costs of Suit taxed at L^d 2. 2. 0 & thereof s^d
Ex^o i^o May 22. 1787

Wilcox alias
Hatheway
Campbell

David Wilcox of Springfield in the County of Hartford
vs. State of Connecticut vs. Isaac W^r James Campbell
of the same County Def^t in a Plea as is of Record heretofore.
The Pl^{ff} having Deceased since the last Term, s^d Isabel Hatheway Adm^r of the Estate
of s^d Deceased now appears & prays she may be admitted
to prosecute this Suit, and it is granted. And the Def^t
the three Times publicly called to come into Court makes
Default of appearance here. Wherefore it is considered by the
Court that said Isabel do recover against s^d James
Six pounds five shillings & ten pence of lawful money Dam-
ages and Costs of Suit taxed at L^d 1. 18. 2 & thereof s^d
Ex^o i^o May 21. 1787

David Wilcox of Suffield in the County of Hartford & State of Connecticut Physician Plaintiff vs. Tristram Story of Wilcox ad
 Southwick in this County Deft. The Plt having demanded that the said
 David's estate appears by Samuel Lyman Esq. his Att. & prays he may be admitted to prosecute this Suit & it is
 granted him - And the Dft. being now three times
 publicly called to come into Court makes Default of
 Appearance here - Therefore it is considered by the Court
 that S. Asabel in his Capacity do recover against
 said Tristram
 & Costs of Suit taxed at £ 200 & there of 200

David Wilcox of Suffield in the County of Hartford & State of Con- & dem
 necticut Physician Plaintiff vs. Asabel Shunk of White Plains in this
 County Deft in a Plea as is of Record here to fore - The Plt having
 demanded since the last Term that he should be admitted to
 appear by Samuel Lyman Esq. his Att. & prays he may be admit
 ted to prosecute this Suit & it is granted him - And the Dft. being
 three times, publicly called to come into Court makes Default of
 Appearance here - Therefore it is considered by the Court that said
 Asabel in his Capacity do recover against S. Shunk seven pounds
 fifteen shillings & eleven pence of lawful Money Damages & Costs of
 Suit taxed at £ 18. 10 & there of 200 - Ex. p. May 21. 1788

David Wilcox of Suffield in the County of Hartford & State of Conne- & dem
 ticut Physician Plaintiff vs. Samuel Stockwell of Fish Killing field in this
 County Deft. - Asabel Hatheway Administrator on the Estate of said
 David deceased since the last Term of the Court, by Samuel Lyman
 Esq. his Att. comes & moves he may be admitted to prosecute this
 Suit and it is granted him, & the Dft. the three times, publicly
 called to come into Court makes Default of Appearance here
 - Therefore it is considered by the Court that said Asabel in his
 Capacity do recover against said Samuel eight pounds four
 shillings and five pence of lawful Money Damages & Costs of
 Suit taxed at £ 18. 6 & there of 200 - Ex. p. May 21. 1788

David Wilcox of Suffield in the County of Hartford & State of Con- & dem
 necticut Physician Plaintiff vs. Joel Brown of Granville in this County
 Deft in a Plea as is of Record here to fore - Asabel Hatheway Adm
 on said David's Estate deceased since the last Term by Samuel Lyman
 Esq. his Att. appears & prays he may be admitted to prosecute this
 Suit and it is granted him - And the Dft. the three times, publicly called
 to come into Court makes Default of Appearance here - Therefore it
 is considered by the Court that said Asabel in his Capacity do re
 over against said Joel nine pounds eleven shillings & eleven pence of
 lawful Money Damages & Costs of Suit taxed at £ 18. 11 & there of 200 -
 Ex. p. May 21. 1788

David Wilcox of Suffield in the County of Hartford & State of Conne- & dem
 ticut Physician Plaintiff vs. Asabel Shunk of White Plains in this County
 a Plea as is of Record here to fore - Asabel Hatheway Administrator on
 the Estate of said David deceased since the last Term of the Court, now comes
 into Court by Samuel Lyman Esq. his Att. & prays he may be admitted
 to prosecute this Suit & it is granted him - And the Dft. being now
 three times, publicly called to come into Court makes Default of
 Appearance here - Therefore it is considered by the Court that said
 Asabel do recover in his Capacity against said Shunk five pounds
 fifteen shillings & seven pence of lawful Money Damages & Costs of
 Suit taxed at £ 18. 6 & there of 200 - Ex. p. May 21. 1788

Nehemiah Gaylord of St. John in this Court to appear. After William & his
 man of the same St. John, Gloucest. J. 11 in a Plea as in & against the
 fore & the Defendant and the Deft. the three times publicly called to come
 into Court makes Default of Appearance here. Wherefore it is considered
 by the Court that said Nehemiah do recover against said William
 Twenty six pounds ten shillings eight pence of lawful money Damages &
 costs of Suit taxed at L. 10. 10. 8. & three pence Exp. May 23^d 1787

Isaiah Williams of Hallowell in the County of Middlebury to the use of Williams Esq^r
Sergeant of Norwich in the County of New London & State of Connecticut
Esq^r & William Hubbard of Boston in the County of Suffolk M^{ch}ts
Defts in a Plea de - as is of Record here to fore - The Plff appears & prays
leave to discontinue this Action, & the said William one of the Defts & who
only has been summoned to answer this writ appears by his Att^y & prays
he may be allowed his Costs - And it is considered by the Court that
said William do recover against said Isaiah his Costs taxed at Three
pounds eighteen shillings & three p^{ts} de -

Benjamin Clark Luther of Boston in the County of Suffolk North Tupper Luther
John Leekins of Westfield in the County of North Tupper Plaintiff as is of
Record herebefore. The Defendant as at the Death the three Times publicly
called to come into Court makes Default of Appearance here. Wherefore it
is considered by the Court that said Benjamin do recover against said
John One hundred & five pence sixpennings & two pence Damages and
Costs of Suit taxed at £ 3 s 6 d & three pence. In the June 23. 1787.

Thomas Lee of Carroll in the County of Mid Essex Esq^r Upper James
Int^r of Westfield in that County Trader Dell in a Phase as expressed
here fore - The Pl^y appears and the Deft tho three times publicly called to
come into Court make Default of appearance here - Where fore it is
considered by the Court that 3^d Thomas do recover against 3^d John
three hundred and twenty four pounds and two shillings of law ful money in
mes ages and Costs of which taxed at 5^s 3^d in 6^d that of 2^d -
by my 2^d Aug 23^d 1788 -

Samuel Mattoon of Northfield in this County, Physician Plaintiff
Nathan Prindle of this same Northfield Defendant Defendant a Plea of Set Off
has as is of Record heretofore The Plaintiff and the Defendant three times
publicly called to come into Court makes Default of appearance here The Prindle
fore it is considered by the Court that the said Samuel do recover arrears paid
the said Nine pounds two shillings & 3^d — Damages & Costs in this returned
at L 2^d 13^d 10 and there of &c
Dated Sept 5. 1787

William Shearer of Colrain in this County, versus
Thomas Bell Jun^r of the same Colrain Jun^r Defendant, Bell
as is of Record heretofore. The Court appears & hears & adjudgeth
And it is considered by the Court that said William do well
over against said Thomas Ten pounds seven shillings &
two pence of lawful money Damages & costs of suit taken at
A. B. & three of &c. Dec^r 23. 1787

North Ashley of Wotfield in the County of Hampshire being
of Southwick in the County of Dorset Depts
in a Plea as is of Record the 1st Term & the 2nd Term
& moves for a Continuance that further he may have oppor-
tunity to mend his Return & And it is ordered by the
Court that J. Parker have 2 days more to prepare all the facts
Tuesday of August next

Smith
Curtis

Had Smith of Whately in this County next to Mr. Isaac
Curtis of Willsambsburg in this County, a non-resident
of the same Place from Debt in a Plea as is of Record
heretofore. The Plea appears & the Debt the three Times publicly
called to come into Court makes Default of Appearance here
Wherefore it is considered by the Court that said Had do
recover against Isaac or John Five pounds one shilling
and One penny Damages & Costs of Suit taxed at £2.0.6.
and thereof &c. Ex. p. June 9. 1787

Clark
Hugg

William Clark of Armenia Precinct, Dutchess County &
later of New York Carpenter Plea vs. Joshua Hugg of Greenfield
in this County a Plea as is of Record heretofore. The Plea appears & the Debt the three Times publicly
called to come into Court makes Default of Appearance here
Wherefore it is considered by the Court that said Willi
do recover against Joshua Fifty nine pounds
five shillings of lawful money Damages & Costs of
Suit taxed at £3.4.4 & thereof &c. Ex. p. Mar 16. 1788

Chapman
Lilly

Callet. Rep. of Mason in this County Gent. Plea vs. Ruben
Lilly of Willsambsburg in this County a Plea as is
of Record heretofore. The Plea appears & the Debt is
considered by the Court that said Callet do recover against said
Ruben Thirty one shilling & three pence of lawful money Da
mages & Costs of Suit taxed at £2.12.10 & thereof &c.
Ex. p. May 22. 1787

Webster
Hawks

Joseph Webster of Deerfield in this County a Plea
vs. Nathl. Hawks of the same Deerfield a Plea as is of Record
heretofore. The Plea appears & the Debt the three Times publicly
called to come into Court makes Default of Appearance here
Wherefore it is considered by the Court that said Jose do recover against said
Nathaniel Three pounds nine shillings of lawful money
& Costs of Suit taxed at £3.9.0 and thereof &c.
Ex. p. August 1787

Johnson
Hawks

Obadiah Johnson of Deerfield in this County Gent. Plea vs. Nathaniel
Hawks of Deerfield in this County a Plea as is of
Record heretofore. The Plea appears & the Debt the three Times publicly
called to come into Court makes Default of Appearance here
Wherefore it is considered by the Court that said Obadiah do recover against said
Nathaniel sixteen pounds six shillings
& Costs of Suit taxed at £16.6.0 & thereof &c. Ex. p. Dec 14. 1787

Johnson
Hawks

Obadiah Johnson of Deerfield in this County Gent. Plea vs. Nathaniel
Hawks of Deerfield in this County a Plea as is of Record heretofore
The Plea appears & the Debt the three Times publicly called to come into Court
makes Default of Appearance here Wherefore it is considered by the Court
that said Jose do recover against said Nathaniel one hundred thirty
five pounds five shillings of lawful money & Costs of Suit taxed at £135.5.0 & thereof &c.

William Wilson of Barn in the County of Worcester Plaintiff
vs
Nathaniel Parks of Deerfield in the County of Worcester Defendant
is of Record as of Record heretofore The Plaintiff appears and the Defendant three Times
publicly called to come into Court makes Default of Appearance here
Wherefore it is considered by the Court that said William do recover
against said Nathaniel Ten pounds & 8^d Damages
and costs of Suit taxed at £ 3. 14. 6 and there of
Exp^d of Aug 4. 1787

John Williams of Deerfield in the County of Hampshire Plaintiff
vs
Elijah Williams late of Deerfield Defendant
is of Record as of Record heretofore The Plaintiff appears
and the Defendant three Times publicly called to come into
Court makes Default of Appearance here Wherefore
it is considered by the Court that said John do recover
against said Samuel Thirteen pounds two shillings & three pence
Damages & costs of Suit taxed at £ 1. 17. 6 and there of
Exp^d of Aug 7. 1787

Ariel Sturdevant of Greenfield in the County of Hampshire
Plaintiff vs
David Stebbins of the same Deerfield Defendant
is of Record as of Record heretofore The Plaintiff appears and
the Defendant three Times publicly called to come into Court
makes Default of Appearance here Wherefore it is
considered by the Court that said Ariel do recover against
said David Seven pounds nine shillings & two pence Damages & costs
of Suit taxed at £ 2. 10. 4 and there of
Exp^d of March 1. 1788

William Plumb of Middletown in the County of Middle Plaintiff
vs
The Inhabitants of Southborough in the County of Worcester Defendants
is of Record as of Record heretofore The Plaintiff appears &
the Defendants three Times publicly called to come into Court
make Default of Appearance here Wherefore it is con-
sidered by the Court that said William do recover against
said Inhabitants of Southborough £ 49. 9. 7
of lawful money Damages and
costs of Suit taxed at £ and there of

Samuel Bradish of Windsor in the County of Berkshire Plaintiff
vs
John Goff of Springfield in the County of Hampshire Defendant
is of Record as of Record heretofore
The Plaintiff appears & on the Motion of the Defendant is con-
sidered by the Court that said Bradish have Judgment in Court
until the last Tuesday of August next

John Drury of Worthington in the County of Hampshire Plaintiff
vs
Thomas Norton of the same Worthington Defendant
is of Record as of Record heretofore The Plaintiff appears &
the Defendant three Times publicly called to come into Court
makes Default of Appearance here Wherefore it is con-
sidered by the Court that said Drury do recover against
said Norton Nine pounds of lawful money Damages
and costs of Suit taxed at £ 2. 8. 0 and there of
Exp^d of June 11. 1787

Thomp
as
Emerson

Elijah Thomb of Northampton in this County Gent^l Pleff^r
John Emerson of Conway in this County Carpenter Deff^r in a
Plea de ~~the Pleff~~ being now called is nonsub. the Pleff
defaulted & the action is dismissed

Fowler
as
Dwight

Abner Fowler of Southwick in this County Gent^l Pleff^r
Jonathan Dwight of Northampton in this County Pleff^r
Deff^r in a Plea de ~~as is of Record heretofore~~ The Pleff
appears and the Deff^r the three Times publicly called to
come into Court makes Default of Appearance here
Wherefore it is considered by the Court that s^r Abner
do recover against said Jonathan sixty pounds of
lawful money Damages & Costs of Suit taxed at
£10.0 After all which s^r Jonathan by
Jesse Stinchley Gent^l his Att^r comes here into Court
& appeals from the Judgment of this Court to the Supreme
Judicial Court to be holden at Springfield in & for the
County of Hampshire on the fourth Tuesday of September
next & he recognizes with sureties as the Law directs for s^r
Jonathan prosecuting his said Appeal with Effect as by
said Recognizance on file does appear

Thompson App^t
as
Whitney App^t

Bury Thompson of Ware in this County Husband Appell^t
as Stephen Whitney of Shutebury in this County Husband
man Appellee The Appellant appears by Simon Strong
Esq^r his Att^r and says the Papers made out by Isaac Powers
Esq^r in this Case before the Court, which being considered the
Court order that the same be dismissed

Entries at this Term

Burkeal
as
Bliss Trustee
N^o 1.

David Burk Gent^l William Sheldon Physician & Lucy
Cotton Widow all of Long Meadow in this County Pleff^r
as Samuel Bliss of said Long Meadow an absconding
debtor. and Gideon Burk of the same Long Meadow
Esq^r Agent & Trustee of said Samuel Deff^r in
an ~~action~~ wherein the said David William & Lucy
complain against said Samuel, that at said Long Meadow
said on the eighteenth day of January in the year of our Lord
One thousand seven hundred & eighty five the s^r Samuel by
his Note in Writing under his hand of that Date for Value
received promised said David William & Lucy to pay them
four pounds fourteen shillings & four pence in Silver
at six shillings & eight pence by the ounce on Demand
with lawful Interest for the same till paid & yet said
Samuel the requested hath not paid the same but has
withdrewn himself from the Court & hath absconded & with drawn himself out of
this County & is now in parts to them unknown and
conceals himself his Goods & Estate so that his Goods & Estate
cannot be come at to be attached, having Goods & Effects &
Credits in the hands of the said Gideon which he refuses
to expose to View & so the Damage of said David William &
Lucy Eight pounds The Pleff appears by Moses Bliss
Esq^r their Att^r and the said Gideon in his own Person now
comes here into Court and being duly sworn, declares upon his
Oath that on the ninth day of February last, he made his

Note payable to the said Samuel the first day of July next
for the sum of Nine pounds 6/11 on which Note the sum
of Nineteen shillings & four pence is paid & answered by
Order from S^r Samuel & the Residue payable the first
day of July next as aforesaid. And it is consid-
ered by the Court that this Case be continued to the next
Term of this Court the 22nd Tuesday of August next.

Charles Sigourney of Boston in the County of Suffolk North^r. Sigourney
vs
J^r John Williams of Deerfield in the County of Hampshire Just^r. Williams
Deft in a Plea of Ejectment wherein he demands against the said
John the Possession of a certain House Lot or parcel of Land situate
in S^r Deerfield containing about five Acres with a House & Store thereon
bounded as follows East West & South by the High Way & northerly
by the Land of Ebenezer Wells with all the Buildings thereon their
Privileges & Appurtenances & saith that the said John Williams being
lawfully seized & possessed of S^d Demanded Premises with the Appur-
tenances in his Demesne as of Fee by his Deed duly executed at
Deerfield aforesaid on the twenty third day of March in the Year of
our Lord seven hundred & eighty five acknowledged & registered
in our Court to be produced for good & valuable Consideration therein
mentioned, to wit for the sum of Four hundred pounds bargained
sold & conveyed the said demanded Premises with the Appurtenances
to the said Charles to hold to him & his heirs & assigns forever in Fee
simple by Force of which Deed the said Charles became instantly sei-
zed of the said demanded Premises & Appurtenances in Fee simple
as of Fee taking the Profits to the Value of Ten pounds in the Year and
ought to have remained in the said Charles Possession thereof but the said
John hath since that Time entered into the Possession of the said demanded
Premises without any Right so to do hath dispossessed the said Charles thereof
& unjustly & forcefully kept him out of the same to the Damage of
the said Charles Four hundred pounds. The Deft appears by Oath
Strongly his Alth^t and the Deft the three Jurors publicly called to come
into Court makes Default of Appearance here. Wherefore it is consid-
ered by the Court that said Charles do recover against said John
Judgment for his said seized Possession of the aforesaid House Lot or
parcel of Land with the Buildings thereon & the Appurtenances
thereto belonging, unless the said John shall within two months
pay to the said Charles the aforesaid sum of Four hundred pounds
and it is further considered that said Charles recover against said
John the Costs of his taxed at Three pounds six pence.

Whereupon the S^r John be accused Bernard Esq^r his Alth^t comes into
Court & appeals from the Judgment of this Court to the Supreme
Judicial Court to be holden at Springfield next for the County
of Hampshire on the fourth Tuesday of September next & he recogni-
zes with Sureties as the Law directs for his prosecuting his said
Appeal with Effect as by S^r Recognizance on File does appear.

Adonijah Stanborough of Springfield in the County of Hampshire
of Dutchess & State of New York Just^r. vs
J^r John Williams of Deerfield in the County of Hampshire Just^r. Williams
Deft in a Plea of Trespass. No. 3.
whereas said Adonijah before this Court holden at Spring-
field in and for this County on the third Tuesday of May
last recovered Judgment for Damages & Costs of S^r Brookfield
in the County of Worcester alias of Greenfield in this County
Trader for Thirty one pounds four shillings & five pence Damages
and £5. 6. 3 Costs of which whereof S^r James is convicted as appears
by the Record & Judgment was thereupon given & Execution for the
Damages & Costs aforesaid in due Form as by Law prescribed

was granted thereon, bearing Date the 22^d day of May last directed
to the Sheriff or his Deputy & returnable into this Court at the
Term thereof the 2^d Tuesday of August last & the same was
committed to Daniel Clap a Deputy Sheriff under the
Order of the Sheriff of this County to be executed & returned
according to Law & last Tuesday of
August said Daniel made return of his Writ into this
Court with his Indorsement thereon in the Words & Figures
following viz "Hampshire Aug. 29 1786 for Writ of
Goods Chattels or Land ~~with~~ my Process to be found
" or the Body of the within named Upham to pay this
" Exon on & return the same ^{wholly} unsatisfied Dan Clap Dep.
" Sheriff as by said Writ of Execution on File appears & And
Colonial averts that James hath avoided & said Judg
ment yet remains in full Force not satisfied reversed
or annulled & And so was when James was taken
by the original Writ on which Judgment was given
viz on the 28th day of October 1785 the aforesaid John Williams
by his Bond to the Sheriff under his hand & seal became
a surety for James upon said Writ not
only for his appearance at the Court but also for his
obeying the said Judgment thereon & Now
that the said James did not appear at Court nor has he
any way, obeyed or performed the Judgment aforesaid & but
hath avoided & returned of non est & the same hath been duly
made on the Exon aforesaid & the same remains wholly
unsatisfied & The Writ appears by Caleb Strong Esq.
his Atty & the Deft the three times publicly called to come
into Court makes default of appearance here & Wherefore it
is considered by the Court that said Adonijah do recover a-
gainst said John Thirty eight pounds ten Shillings & Six
pence of lawful money Damages & Costs of which taxed at 2 s. 9. 6
d thereon &c

Oliver Thinge
Ex. Pet. for sale
of Real Estate
No 4

Humble Shew Benjamin Smiths Executor to the Will of Oliver
Thinge late of Hatfield deceased that said Estate is insolvent
& insufficient to pay the Debt due from said Estate, as appears
by a Certificate from the Office of Registry of Probate for this County
here with exhibited, he therefore prays he may be empowered
to make sale of the Real Estate of said deceased that so he may
be enabled to pay the several Creditors their due Proportions
thereof & And thereupon it is considered by the Court that
said Executor may make sale of the Real Estate of said deceased
for the purposes aforesaid he obtaining the Direction of the Law
touching such Sales

Ex. Pet. for sale
of Real Estate
No 5

Humble Shew Solomon Hammond Esq. of the last Will of Judson Hammond late of Pelhamstown in
this County deceased that the personal Estate of said deceased
is insufficient to discharge the Debt due from said Estate, said
Debt exceeding the personal Estate the sum of Eighty four pounds
4/9^d for payment of which no Provision is made in the
last Will of said Deceased & as by a Certificate from the Office
of Registry of Probate for this County appears & They therefore
pray they may be empowered to make sale of so much

of the real Estate of said deceased as to enable them to discharge
said Debt &c with Cost &c - And therefore it is considered
by the Court that said Executor may make Sale of so much
of the real Estate of said Deceased as shall produce the sum of
Eighty seven pounds for the purposes aforesaid, they duly
observing the Directions of the Law relating to such Sales

Timothy Shew Administrator on the Estate of
Baths Demio late of Greenfield in this County deceased that
the Estate of said Deceased is insolvent & insufficient to
discharge the Debts due from said Deceased, as by a Certi-
ficate from the Office of Registry of Probate & Wills for
this County herewith exhibited appears - And pray, he may
be empowered to make Sale of the real Estate of said
Deceased, so that he may be enabled to pay such Pro-
portion of said Estate to the Creditors as shall be ordered &c
And it is considered by the Court that said Administrator
may sell the real Estate of said Deceased for the
purposes aforesaid he observing the Directions of the
Law touching such Sales

Baths Demio's
Admin. Pet. for
Sale of real Estate
No 6

Timothy Burr of Hartford in the County of Hartford
& State of Connecticut Trader Plaintiff vs. Joshua Curing late of
Middletown in this County an absconding Debtor &
Nathaniel Smith of the same State being the Tenant
Agent Factor & Trustee of said Joshua Defendant in a Plea of
the Case wherein I Timothy declare that I Joshua at said
Springfield on the last Day of February last owed I Timothy
Twenty four pounds lawful Money for sundry Goods
Wares & Merchandise by I Timothy to I Joshua a this Special
Instance & Request that before that Time sold & delivered
& then & there in Consideration thereof promised said
Timothy to pay him the same then on Demand - Yet
I Joshua tho after requested hath never paid the same
but has since withdrawn himself out of the Common-
wealth into parts unknown having Goods Effects or
Credits in the hands or possession of I Smith &c
the Nonperformance of which Promise is to the Damage of
of I Timothy Thirty pounds

Burr
vs
Curing. Trustee
No 7

The Plea appears by Simon Strong Esq. his Att. and
the said Nathaniel Smith the Agent & Trustee of the said
Joshua being now three Times publicly called to come
into Court makes Default of Appearance here and
it is considered by the Court that this Case be continued
as the Law directs untill the next Term of this Court
the last Tuesday of August next

Solomon Smith a Trader & Charles Smith a Trader both of
Hartford in the County of Hartford & State of Connecticut
Pls vs Joshua Curing late of Middletown in this County
an absconding Debtor & Nathaniel Smith of
the same State being the Tenant Agent Factor & Trustee
to the said Joshua - Defendants in a Plea of the Case wherein said
Solomon & Charles declare that said Joshua at Hartford on the

Smith & al
vs
Curing. Trustee
No 8

had the day of December last past by his Not. for the value
 promised said Solomon & Charles to pay them the value
 of twenty eight pounds more, shillings & pence in
 lawful money in good merchantable Indian Corn & the
 the Indian Corn at two shillings six pence & the Rape of
 three shillings by the bushell & to deliver the same to said
 Solomon & Charles on or before the first day of March next
 next with lawful interest for the same after three of
 payment, that is Joshua hath never paid or delivered
 the same, but hath since absconded & withdrawn himself
 out of the Commonwealth into parts unknown leaving
 goods Estate Effects & Credits in the hands & possession of
 said Smith ~ The Nonperformance of which Promise
 is to the Damage of said Solomon & Charles Forty pounds
 The Plf appears by Simon Strong Esq^r his Att^r and the
 Nathaniel the Agent & Trustee of the said Joshua being now
 three Times publicly called to come into Court makes De
 fault of Appearance here ~ And it is considered by
 the Court that this Case be continued to the next Term the
 last Tuesday of August next

To the Hon^{ble}
 Court
 No 9

Charles J. Perkins of Hartford in the County of Hartford
 and State of Connecticut Trader Plf vs Joshua Owens
 late of Haverbury in this County of New York a Debtor
 and Nathaniel Smith of the same Haverbury
 former Tenant Agent Factor & Trustee of the said Joshua
 Defs in a Plea of the Case wherein said Charles declares that
 said Joshua at Haverbury on the last Day of February last
 past owed the said Charles Fifty pounds in lawful money
 for divers Goods Wares & Merchandise by said Charles to said
 Joshua at his Request then before that Time sold & delivered
 & then & there in Consideration thereof promised said Charles
 to pay him the same Sum on Demand & yet said Joshua the
 of his request hath never paid the same & hath since
 withdrawn himself out of this Commonwealth to
 parts unknown leaving Estate Goods Credits & Effects in
 the hands & possession of his said Tenant Agent Factor &
 Trustee ~ The Nonperformance of which Promise is to the
 Damage of said Charles Sixty pounds ~ The Plf ap
 pears by Simon Strong Esq^r his Att^r and the said Nathaniel
 the Agent & Trustee of said Joshua being now three Times
 publicly called to come into Court makes Default of Ap
 pearance here ~ And it is considered by the Court
 that this Case be continued to the next Term the last Tues
 day of August next

Joseph Miller
 Adm^r of the
 Probate of
 No 10

Joseph Miller Administrator on the Estate of Joseph Miller
 or late of Granville in this County deceased Intestate, sum
 shews that the personal Estate of said Deceased is since
 discharged the debts due from said Estate, said Debts & expenses
 said personal Estate the sum of three hundred & twelve pounds
 six shillings & nine pence, as by a Certificate from the
 Clerk of the Probate of Wills &c here with exhibited
 and may be improved to make sale of common

The Real Estate of said Deceased as will enable him to give said
said Debt &c. and thereupon it is considered by the Court that said
Joseph may make Sale of so much of the Real Estate of said
Deceased as shall produce the sum of Three hundred &
sixteen pounds for the purpose aforesaid he observing the
Directions of the Law Relating to such Sales

Asabel Thayer Administrator on the Estate of Jonathan Thayer
Thayer late of Haverhill in this County deceased Intestate & Adm^r of the
Estate of Thayer widow & Deb^t of said Deceased. humbly shew, that the Estate of said deceased deducting the Debts
thereon is insufficient to discharge the Debts
due from said Deceased as by a Certificate from the
Office of Registry of Probate for this County now Exhibited
appears - That great Disadvantages will accrue to the
Creditors in selling part of the Real Estate & not the whole
it consisting almost entirely of Wild Land & no Buildings
of consequence on the same & say therefore that they may
be empowered to make Sale of the whole of the Real Estate
of said deceased and that the widow may have the use and
Improvement of One third part of the Proceeds of such Sale

And thereupon it is considered by the Court that
said Administrator may make Sale of so much of
the Real Estate of said Deceased as shall produce the sum of
One hundred & fifty five pounds for the purpose of pay-
ing the Debts due from said Estate in observing the Directions
of the Law touching such Sales

Timothy Clap Administrator on the Estate of Timothy Clap late of South-
ampton in this County deceased Intestate humbly shew, that the Real Estate
due from said Estate with the Cash & Administration exceeds the
Personal Estate of said Deceased Ninety pounds eight shillings and
pence as by a Certificate from the Office of Registry of Probate
withdⁿ for this County herewith exhibited appears - And that he
may be authorized to make Sale of so much of the Real Estate of
said Deceased as will enable him to discharge said Debts with
additional Costs - Thereupon it is considered by the Court that said
Administrator may make Sale of so much of the Real Estate of said
Deceased as shall produce the sum of Ninety three pounds for the
purpose aforesaid he observing the Law touching such Sales

Jonah Leonard Administrator on the Estate of Aaron Leonard late
of Middlefield in this County deceased Intestate humbly shew, that the
Personal Estate of said Deceased is insufficient to discharge the Debts
due from said Deceased and in the pending the Personal Estate the sum
of One hundred & five pounds as by a Certificate from the Office
of Registry of Probate for this County with Exhibited appears -
And that he may be authorized to make Sale of so much of
the Real Estate of said Deceased as will enable him to discharge said Debts
with Costs - Thereupon it is considered by the Court that said Administrator
may make Sale of so much of the Real Estate of said Deceased as shall
produce the sum of One hundred & five pounds for the purpose aforesaid
he observing the Directions of the Law touching such Sales

That the said Daniel O'Neil late of the County of Middlesex now of the
City & County of London in the County of Middlesex doth appear that
a verdict & judgment before the Justice of the Peace for the County of Middlesex
at the Spring Assizes on the third Sunday of May last in two Causes against
Aaron Baron of Chesham in the County of Bucks upon two several promissory
Notes given by said Aaron to the said Daniel many years before
in which Cases Judgment was ordered to be entered in favor both Notes
without Interest during the late War as taken the United States of Great
Britain pursuant to the late Resolve of the General Assembly of the County
moreover at the same time is repeated by a late Act of the General
Assembly, and said Daniel now says that said Judgments may now
be applied for Interest during the time of the late War & so on
thereupon it is considered that said
Daniel do recover against said Aaron on the Notes a sum of the sum of the
sum of Twenty six pounds and six pence - being the amount of the
Interest arising on the said Notes during the War & so on

The foregoing Judgments Orders &c being made
and entered up in Manner aforesaid
& the Court adjourned without Day
Attest Robt Beck Clerk

Commonwealth of the said State of
Massachusetts

1787

In the Court of Common Pleas holden by the
Court of the General Court at Northampton
within and for the County of Hampshire on the
first Tuesday of March being the 1st day of the
said Month & de Die in Diem to the 1st day of
the same month Anno Domini 1787

Common Pleas
March Term
1787

Justices of the said Court present Jury of Trials

Reuben Porter Esq
John Bliss Esq
Samuel Mathews Esq

Elijah Allen Esq
Moses Shing
Stephen Hubbard
Joel Strong
Joseph Smith 2d
Daniel Dickinson
Gad Cook
Enos Pomroy
William Phelps
Nathaniel Silverthorn abt
Elisha Rogers abt
Stephen Hubbard
Samuel Cotnam
William Taylor abt
Elihu Hesperus

There was no Case tried by the
Jury at this Term

Continued Actions

Law & Book of a Place called Schoharie in the Manor of
Rensselaer County of Albany & State of New York
Plaintiff vs. John Bates Defendant in the County of Albany
Deft in a Plea & as of Record here to file - This order
by the Court that this Case be continued to the next
under the Rule of Reference made for entered into
third Tuesday of May next

North
Albany

Andrew Cotton of Springfield in the County of Hampshire
Plaintiff vs. Solomon Brewer of the same Springfield Defendant
Deft in a Plea & The Parties appear & agree to a continuance
under the Rule of Reference made for entered into
And it is considered by the Court that the Parties have
Day here in Court next till the third Tuesday of May next

Cotton
Brewer

Bildad Fowler of Westfield in the County of Hampshire
Plaintiff vs. Silas Fowler of Westfield in the County of Hampshire
Deft in a Plea & It is now ordered by the Court that the Parties
have Day here in Court next till the third Tuesday of
May next

Fowler
Fowler

Thompson
vs
Billings

Benjamin Thompson of Ware in this County Yeoman Plaintiff
vs Benjamin Billings of Belchertown in this County Yeoman
Defendant in a Plea as is of Record heretofore - The Parties
appear & on the Motion of the Defendant it is considered by the
Court that they have Day here in Court until the third Tues-
day of May, that the Defendant may have Time for special
Pleading

Travis
vs
Fowler

Thomas Travis of Southwick in this County Yeoman Plaintiff
vs Abner Fowler of Southwick aforesaid Yeoman Defendant in
a Plea as is of Record heretofore - The Parties appear & agree to a
continuance under the Rule of the Court heretofore entered into
and it is considered by the Court that they have Day here in
Court until the third Tuesday of May next

Walker
vs
Lockwood & Smith

Thomas Walker of Boston in the County of Suffolk Defendant
vs James Lockwood of the City & County of Philadel-
phia & John Smith of Pennsylvania Defendants a Breach of a Bond
for & David Melchell of South Hadley in this County Gentl-
men Agents & Trustees of said James - Defendant in a Plea as
is of Record heretofore - The Plaintiff appears by Caleb Strong Esq
his Att'y and the said James the three Times publicly called to
come into Court on a Return of process of appearance here
where, so it is considered by the Court that the said Thomas do
recover against said James the Sum of One hundred &
eighty pounds of lawful Money Damages & Cost of Suit
taxed at £ 100 00 & that the said James may have his Execution
against the said James, to be levied on his Body or his Goods
Effects or Credits in the hands of the said David his Agents &
Executors on or before the 1st of May 1787

Porter Esq
vs
Hearson

Elisha Porter of Hadley in this County Esq Plaintiff
vs James Hearson of the same in this County & Joseph Hea-
son of Charlestown in the same County Physicians Defendants in
a Plea as is of Record heretofore - The Parties appear &
agree to a continuance without Costs - And it is consid-
ered by the Court that they have Day here in Court until the
third Tuesday of May next

Torney
vs
Yeoman

Josiah Torrey of Boston in the County of Suffolk Yeoman Plaintiff
vs John Yeoman of Southwick in this County Yeoman Defendant in a
Plea as is of Record heretofore - The Parties appear and Mr. J. Brown
Esq of the Court for the Plaintiff has been chosen by the said Parties now
being into Court their Award in the Words following "We the undersigned
having read and fully heard the Parties their Pleas & Proposals & Allegations
& arguments considered the same do award arbitrators determine
that the said Torrey recover the Sum of Four hundred forty three
pounds & twelve Shillings lawful Money as Damages of the said
Yeoman - The Sum of Four pounds & twelve Shillings & eight pence
Cost of the Arbitration & the Cost of Court to be taxed by the Court also
that said Josiah do also recover of said John the Sum of Ninety seven
pounds & four Shillings in old English Money that Billoe including one
hundred & thirty five Shillings & six pence & one farthing & one half
which said Award is accepted and it is thereupon considered by the Court
that said Josiah do recover against the said John the said Sum of 443 12 6
of lawful Money Damages & the said Sum of Ninety seven pounds & four
Shillings & six pence & one farthing & one half Billoe including one hundred & thirty five

both of which taxed at fifteen pounds, seventeen shillings -
The last mentioned item of Damages Writ. £9.4.0 in Continental
Bills is now brought into Court & paid to Caleb Strong Esq. At the said
Jury, and said Caleb acknowledges the Receipt thereof in full
satisfaction of so much of the Judgment aforesaid, and it is con-
sidered by the Court that said Josiah may have the Execution for the
Remainder of the Judgment aforesaid - Given at Mar 12. 1787

John Walker of Hadley in the County of Greenough & Philip Walker
is Trainor of the same Hadley Debt in a Plea as is of Record
here to fore - The Parties appear & agree to a Continuance
under the Rule of Reference here agreed on And
it is considered by the Court that said Parties have
Day here in Court until the third Tuesday of May next.

Walker
Trainor

Chasaph Barker of Watertown in the County of Middlesex
& State of Connecticut & Philip Barker of late of Springfield
in the County of Greenough & Philip Barker as is of Record
here to fore - The Parties appear & agree to a Continuance un-
der of former Rule of Reference agreed on between them And
it is considered by the Court that said Parties have Day here
in Court until the third Tuesday of May next -

Barker
Barker

Gilbert Harrison & John Anker both of the City of London
on in the Kingdom of Great Britain Merchants & Philip
Samuel & Elizea Otis Esq of Boston in the County of Suffolk
Deft in a Plea as is of Record here to fore - The Pls
being three Times called to come into Court are Non mit
the Deft defaulted and the action is dismissed -

Harrison &
Otis Esq

Oliver Phelps Esq & John Hook Esq both of Granville
in the County of Middlesex & John Hunt of Southwick in this
County & John Hunt Deft in a Plea as is of Record here to
fore - The Pls appear & pray for Judgment and it is
considered by the Court that Oliver & John Hook do re-
cover against said John Hunt One hundred & sixteen
pounds of lawful money Damages & Costs of which taxed
at £4.7.8 & the 1/2 - Given at June 13. 1787

Phelps Esq
Hunt

Daniel Sacket of Pittsfield in the County of Berkshire
& John Loomis of Westfield in this County
& John Loomis Deft in a Plea as is of Record here to fore - The
Pls appear and the Deft the three Times publicly called to
come into Court makes Default of Appearance here Where
fore it is considered by the Court that said Daniel do
recover against said John Loomis five Shillings &
five pence Damages & Costs of which taxed at £3.11.10
& the 1/2 - Given at May 19. 1787

Sacket
Loomis

John Doolittle of Westfield in this County & Thomas
Doolittle of the same Westfield & Thomas Doolittle
Deft in a Plea as is of Record here to fore - The Parties appear &
agree to a Continuance - And it is considered by the
Court that they have Day here in Court until the third
Tuesday of May next -

Doolittle
Doolittle

Jones vs
Robinsons leg

Joshua Jones of Brimfield in this County Yeoman Plff vs
William Robinson late of Monson in this County Husband
man - an absent & absconding Debtor & Samuel Butler of
the same Monson Yeoman Agent & Trustee of the said William
Deft in a Plea as is of Record hitherto - The Parties ap-
pear and agree to a Continuance and it is considered
by the Court that they have Day here in Court until the
third Tuesday of May next

Marcy
vs
Butcher

Samuel Marcy of Westfield in the County of Windham
a State of Connecticut this bondman Plff vs Andrew But-
cher of Westfield in the County of Berkshire Gent
Deft in a Plea as is of Record hitherto - The Plff
being three Times called is non suit. The Deft defaulted
and the action is dismissed

Caddy
vs
Brooks

Ashua Caddy of Wilbraham in this County Husbandman
Plff vs Caleb Brooks of Western in the County of Worcester
Husbandman Deft - The Parties appear & agree to a
continuance to the next Term, & that Judgment be then
final - And it is considered by the Court that they have
Day here in Court accordingly until the third Tuesday
of May next

Ames
vs
Roff

Samuel Ames of Shelburne in this County Husbandman
Plff vs Samuel Roff of Deerfield in this County Husband-
man Deft in a Plea as is of Record hitherto - The
Parties appear - and Joseph Rook Esq & others the Just-
ices hitherto chosen by the Parties, likewise bring into Court their
Award in the Words following Viz We the Justices appointed by
a Rule of Court &c have met together & fully heard the said Parties being
present with their several Pleas Proofs & Allegations do award & judge
that the said Samuel Ames do pay to Samuel Roff Twenty one
pounds twelve shillings & eleven pence Damages & Costs of
Court to be taxed by the Court and the Costs of Reference which
is Three pounds five shillings & four pence. Which is accepted
and it is considered by the Court that said Roff do recover
do recover against said Ames Twenty one pounds twelve
shillings & eleven pence Damages & Costs of Suit taxed at
£ 2. 14. 8 & the exp^{ts} Oppⁿ May 19. 1787

Living
vs
Chapman

Oliver Living of Wilbraham in this County Yeoman Plff
vs Gad Chapman of East Windsor in the County of Hart-
ford a State of Connecticut Yeoman Deft in a Plea as
is of Record hitherto - The Plff being three Times called
to come into Court is non suit & the Deft defaulted & the action
is dismissed

Patrick
vs
The

Thomas Patrick of Ware in this County Yeoman Plff vs
Edward Lee of Ware aforesaid Yeoman Deft in a Plea as
is of Record hitherto - The Plff appears and the Deft
the three Times publicly called to come into Court makes no
proof of Appearance there. Wherefore it is considered by the Court
that the said Thomas do recover against the said Edward Nine pounds eight
shillings & seven pence of lawful money Damages & Costs of Court
taxed at £ 2. 18. 4 & the exp^{ts} Oppⁿ Mar 13. 1787

Richard Clark late of Boston in the County of Suffolk
Esq^r vs Rachel Hammon of Belknapstown in this County
Widow Administratrix on the Estate of Aaron Hammon
deceased Debt in a Plea as is of Record here to fore The
Plff appears by his Attorney Strong Esq^r his Att^r & the Def^t the
three Times publicly called to come into Court makes De-
fault of appearance here - Wherefore it is considered by
the Court that said Richard do recover against said
Rachel in her s^d Capacity Sixty three pounds two shillings &
six pence Debt & Costs of Suit taxed at 16.4
and there of &c
Exp^d in Aug 12. 1787

1777
Clark
vs
Hammon

John Worthington of Springfield in this County Esq^r
Plff vs Thomas Warren of Williamsburgh in this County
Esq^r Defendant Debt in a Plea as is of Record here to fore
The Plff appears & prays Judgment And it is considered
by the Court that said John do recover against said Thomas
Damages & Costs of Suit
taxed at £ and there of &c

Worthington
vs
Warren

John Worthington of Springfield in this County Esq^r
Plff vs Elijah Sheek of Granby in this County Esq^r Debt
in a Plea as is of Record here to fore The Parties appear
& agree to a Continuance under the Rule of Supreme Court
to fore come into - And it is considered by the Court that
said Parties have Day here in Court until the third
Tuesday of May

Idem
vs
Sheek

Thomas Bartlett of Ashfield in this County Esq^r
Plff vs John Shing of the same Ashfield Cordwainer
Debt in a Plea as is of Record here to fore
The Parties appear & agree to a Continuance to the next Term
and that Judgment be then final if there be no Trial
And it is considered by the Court that said Parties have
Day here in Court until the third Tuesday of May next

Bartlett
vs
Shing

William Shing of Wilbraham in this County Esq^r
Plff vs Ann Bebe of Wilbraham Widow Executrix of the last
Will & Testament of Benjamin Bebe deceased Debt in a
Plea as is of Record here to fore The Plff being three
Times publicly called is Nonsumit, the Def^t defaulted &
the Action is dismissed

Shing
vs
Bebe, Ex.

John A Brown of Towns in the County of Hampshire
Plff vs Ephraim Brown of Long Meadow in this County
Esq^r Defendant Debt in a Plea as is of Record here to fore
The Plff appears & the Def^t the three Times publicly
called to come into Court makes Default of appearance
here - And it is considered by the Court that said John A
do recover against said Ephraim Six pounds since
shillings & ten pence Damages & Costs of Suit taxed at
£3.5.0 & there of &c

Brown
vs
Brown

Widdowson
Libbey
Cook
& Jones

William Widdowson of Brooklyne in the County of Suffolk Esq^r Plff
vs
O^r John Libbey of Buckland in this County Gent^l man
Joseph Cook of Buckland a Jewellers Thomas
Matthew Jones of the same Buckland Jewellers } Defts.
The Parties in these three Cases severally appear and agree that Judgments
at the next Term be final - and these Cases are continued to the third
Tuesday of May next

Ballial
Smith

William M^r Ball of Feltham in the County of Middlesex Esq^r Plff
vs
John Smith of the same Feltham Geo.
both Esq^rs in Ill^{ts} vs. Thos^l Smith of the same Feltham Geo.
man Deft in a Plea de as is of Record hitherto fore
The Parties appear & agree that Judgment be final at the next
Term - and it is considered by the Court that the
Case be continued to the next Term

Clark
Harkness

Silas Clark of Cagurborland in the County of Providence
a State of Rhode Island Apocuan Plff vs. John Harkness
of Feltham in this County Apocuan Deft in a Plea
as is of Record hitherto fore - The Plff appears & the Deft tho^t
three Times publicly called to come into Court on his Default
of appearance here - Wherefore it is considered by the Court that
said Silas do recover against said John Eighty eight pounds
one shilling eight pence of lawful money Damages Costs of
which taxed at £ 6 10 8 & three of a

Bigelow
Fowler

John Bigelow of Southwick in this County Apocuan Plff vs
John Fowler of the same Southwick Apocuan Deft in a Plea
as is of Record hitherto fore - The Parties appear - & Justice Geo
Esq^r & others appointed Referees in this Case & who come to
consider all matters of Controversy subsisting between them
now bring into Court the Award as may be seen recorded
in the Cases of the Term particularly in the Probation of
Fowler vs Bigelow the next Leaf of this Book &c &c

Dickinson
Tupper Esq^r

Abner Dickinson of Hatfield in this County Gent^l Plff
vs
Ben^l Tupper of Chesterfield in this County Esq^r Deft in a Plea
as is of Record hitherto fore - The Plff appears & the Deft comes
to move for a Continuance - and it is considered by the
Court that said Parties have Day here in Court until the third
Tuesday of May next

Robt
Tweed

Samuel Robt of Deerfield in this County Thos^l Vandusen Esq^r Plff
vs
Samuel Tweed of the same Deerfield or Shelburne Thos^l Vandusen
Deft in a Plea de as is of Record hitherto fore - The Parties
appear & the Referees hitherto fore agreed upon now bring into
Court their Award &c see the Case of Tweed vs Robt on
Leaf back

Stephens
Hoover

Joseph Stephens of Petersham in the County of Worcester
gent^l Plff vs. Sarah Hoover of Charnock in this County
widow Admt^r of the Estate of Thos^l Hooper late of said
County deceased Deft in a Plea de as is of Record hitherto fore
The Plff appears by C^l Morgan Esq^r his Att^y & the Deft by M^r B^l Plff
his Att^y and moves for a Continuance that the may have
time for a special Pleading - and it is considered by the
Court that said Parties have Day here in Court until the
third Tuesday of May next

18.
Elijah Stoughton New York in the County & State of New York
vs. Thomas Lyman of Stoughton in the County of Suffolk
Defendant as is of Record hitherto for the Plaintiff appears
by his Attorney at Law and the Defendant three times publicly
called to come into Court make Default or appearance here
whereupon it is considered by the Court that the Plaintiff
do recover against said Thomas Twelve pounds eleven
shillings & seven pence Damages & Costs of Suit taxed
at £3. 3s. 4d. After all which the Plaintiff by
his Attorney comes here into Court &
appeals from the Judgment of this Court to the Supreme
Judicial Court to be holden at Springfield and for the
County of Hampshire on the fourth Tuesday of September
next & he recognises with Sureties as the Law directs for
said Plaintiff's prosecuting his Appeal with Offense
as by his Recognizance on File does appear

Benjamin Sweetland of Cambridge in the County of Cambridge
& State of New York Plaintiff vs. Nathan Goddard of
Brookfield in the County of Worcester Defendant
The Plaintiff being three times called in March
Defaulted & the Action is dismissed

Charles Alvord of Woburn in the County of Middlesex
vs. Nathan Leonard of Woburn Defendant
as is of Record hitherto for the Plaintiff appears & agree to a
continuance & and it is considered by the Court that they
have Day here in Court until the third Tuesday of May
next

Elijah Williams of Sturbridge in the Province of Nova Scotia
vs. John Hanson Adm'r of the Estate of Saml Poole late Hanson & Son
of Melburne in the County of Essex Defendant
as is of Record hitherto for the Plaintiff appears & agree to a
continuance & and it is considered by the Court that they have
Day here in Court until the third Tuesday of May next

Abner Fowler of Southwick in the County of Hampshire
vs. Peter Bigelow of the same Southwick Defendant
as is of Record hitherto for the Plaintiff appears &
Justice Ely Esq. & others the Justices hitherto agreed upon
by the Parties to determine this Cause all Matters of Controversy
between them now bring into Court then award in
the Words following Viz. "Do judge award & determine
that the within named Peter Bigelow shall pay to the within
named Abner Fowler Eighty one pounds three shillings and
eight pence Lawful Money Damages in full of all Debt due to the said
Fowler from the said Bigelow and also Costs of Court to be taxed by the Court
in the said Cause & also against the said Peter Bigelow recover
no Costs of the said Plaintiff & also Costs of the said Plaintiff
being Eighteen pounds five shillings & nine pence & that the said
Award be a final Settlement of all Demands & Controversies
between the Parties aforesaid & the same observing this Experience &
Justice Ely Esq. for Award. "Well observed
which is accepted & and it is considered by the Court that the Plaintiff recover
against said Peter Eighty one pounds three shillings & eight pence of lawful
Money & also a Costs of Suit taxed at £23. 8s. 2d. & three pence

Ex^{pt} July 18. 1787

Reed
Spring — Simon Reed of Hadley in the County of Homan Plff vs
Thing of Wilbraham in the County of Deft in a Plea
as is of Record hitherto — The Parties appear & agree to a
continuance under the Rule of the Court hitherto come into
and it is considered by the Court that they have Day here
in Court untill the third Tuesday of August next —

Marshall
Case — Perry Marshall of Granville in the County of Homan Plff
vs James Case of London in the County of Berkshire Plff
Deft in a Plea &c as is of Record hitherto — The Parties
appear & agree to a Continuance, and it is considered by the Court
that they have Day here in Court untill the third Tuesday of
May next

Elliot
Foster — Melison Elliot of Stafford in the County of Hartford
vs State of Connecticut Plff vs John Foster of Boston
in the County of Worcester Clerk Deft in a Plea &c as is of
Record hitherto — The Parties appear — and on the Motion
of the Deft the Plff consenting it is ordered that this Case
be continued to the next Term

Homan
Wolworth & al — John Homan of Granville in the County of Labourer Plff
vs Phineas Wolworth of Granville & Seth Wolworth of Granville
& Joseph Miller of Granville all of the same Granville Deft in
a Plea &c — The Plff being three Times called in Pursuit of the
Deft defaulted & the Action is dismissed

Wolworth
Southwell — Thomas Wolworth of Granville in the County of Homan Plff vs
Phineas Southwell of Southwell in the County of Homan Deft
in a Plea &c — The Plff being three Times called in Pursuit of the
Deft defaulted & the Action is dismissed

Ball
Rose & al — Lebbens Ball of Granville in the County of Deft
vs Rose Daniel Rose & Daniel Rose Junr all of Granville Deft
in a Plea &c as is of Record hitherto — The Plff appear &
the Deft the three Times publicly called to come into Court and
he defaulted of appearance here wherefore it is considered by
the Court that said Lebbens do recover against said above
Daniel & Daniel Junr Eleven pounds nine shillings & ten pence
of lawful money Damages & Costs of Suit taxed at £ 12. 10
s there of —
Exp^{ts} of May 19. 1787

Northington &
Caldwell & al — John Northington of Springfield in the County of Deft
vs Charles Caldwell & George Caldwell both of Hartford in the
County of Hartford State of Connecticut Plff vs John Northington
a Plea &c as is of Record hitherto — The Plff appear and
the Deft the three Times publicly called to come into Court
and he defaulted of appearance here wherefore it is consid
ered by the Court that John Northington do recover against
Charles & George Eighty eight pounds twelve shillings & ten pence
of lawful money Damages & Costs of Suit taxed at £ 15. 10
s there of —
Exp^{ts} of May 25. 1787

Samuel Lyman of Springfield in this County, Esq. Dep. in
William Scott of Palmer in this County, Esq. Dep. in a Plea as
of Record hitherto. The Parties appear & agree to a Continuance
and it is considered by the Court that they have Day here in Court
until the third Tuesday of May next.

Lyman
Scott

Samuel Lyman of Springfield in this County, Esq. Dep. in
Stephen Noble of Westfield in this County, Esq. Dep. in a Plea
as is of Record hitherto. The Parties appear & agree to a
continuance and it is considered by the Court that they have
Day here in Court until the third Tuesday of May next.

Noble

Phineas Piper of Palmer in this County, Esq. Dep. in
Lanston of Rowe in this County, Esq. Dep. in a Plea as
is of Record hitherto. The Parties appear & agree that the
Deposition, taken to be used in this Case at last August Term
shall yet be used - and on the Motion of the Def. is consid-
ered by the Court that P. Parker have Day here in Court until the
third Tuesday of May next.

Piper
Lanston

Aaron Morgan of Springfield in this County, Esq. Dep. in
Esq. Solomon Smith of West Springfield in this County,
Esq. Dep. in a Plea as is of Record hitherto. The
Pl. appears & the Def. the three times publicly called to come
into Court makes Default of Appearance here. Wherefore it
is considered by the Court that said Aaron do recover a
gainst S. Solomon Eight pounds fourteen shillings and
five pence Damages & Costs of Suit taxed at L. 2. 10. 0.
This 22nd of June 1787.

Morgan
Smith

Joseph Pease of Suffield in the County of Hartford, State
of Connecticut, Esq. Dep. in a Plea as is of Record hitherto
in this County, Esq. Dep. in a Plea as is of Record hitherto
of the last Will & Testament of Michael Esq.
John Mowley demand Esq. Dep. in a Plea as is of Record
hitherto. The Parties appear and agree to a Continuance
and it is considered by the Court that they have Day here in
Court until the third Tuesday of May next.

William Phillips of Boston in the County of Suffolk, Esq. Dep. in
Esq. Jonathan Lyon of Westfield in this County, Esq. Dep. in
a Plea as is of Record hitherto. The Pl. appears
and the Def. the three times publicly called to come into
Court makes Default of Appearance here. Wherefore it is
considered by the Court that W. Phillips do recover against
said Jonathan twenty three pounds fourteen shillings &
five pence of lawful money Damages & Costs of Suit taxed
at L. 5. 7. 0. This 5th of Apr. 1787.

Phillips
Lyon

Matthew Lapham of Southwick in the County of Hampshire, Esq. Dep. in
Esq. John Hunt of the same Southwick Esq. Dep. in a
Plea as is of Record hitherto. The Pl. appears & the
Def. the three times publicly called to come into Court
makes Default of Appearance here. Wherefore it is con-
sidered by the Court that S. Matthew do recover against S.
John Lapham pounds seven shillings & pence
Damages & Costs of Suit taxed at L. 12. 8. 0. This 5th of Apr. 1787.

Lapham
Hunt

Maginn
as
Bibel

Susanna Chapin of Brimfield in the County of Hampshire
vs. Jabez Bibel of the same & Springfield & William Deft in a
Placit as is of Record here before ~ The Plt appears and
the Deft the three Times publicly called to come into Court
makes Default of appearance here ~ Wherefore it is con-
sidered by the Court that S^d Susanna do recover against
J^d Jabez Seven pounds & Six shillings Damages & Costs of
Court taxed at £ 2. 10. 0 & there of &c. Ex^o p^o Mar 9. 1787.

Smith
as
Cook

Richard Smith of the City & County of New London & State
of Connecticut vs. Mr. J. M. Cook of the County of Hampshire
in the County of Hampshire Deft in a Placit as is of Record here
before The Parties appear & agree to a Continuance ~ And it
is considered by the Court that they have Day here in Court
untill the third Tuesday of May next

Bucknall
vs
Lynne

Amos Bucknall of Barnard in the County of Rutland
& State of Vermont vs. Thomas Lynne of the County of
Hampshire in the County of Worcester Deft in a
Placit as is of Record here before ~ The Plt appears and
the Deft the three Times publicly called to come into Court
makes Default of appearance here ~ Wherefore it is considered
by the Court that Amos do recover against S^d Jonathan
Eighteen pounds thirteen shillings & 9^d - Damages & Costs of Suit
taxed at £ 3. 4. 10 and there of &c. Ex^o p^o Oct 22^d 1787.

Haw
as
Potter

Joseph Haw of Palmer in the County of Hampshire
vs. John Potter of the same in the County of Hampshire
Deft in a Placit as is of Record here before ~ The Plt appears and the Deft the three
Times publicly called to come into Court makes Default of
appearance here ~ Whereupon it is considered by the Court
that J^d Haw do recover against said Amos Forty eight
pounds & four shillings Damages & Costs of Suit taxed at
£ 2. 10. 8 & there of &c. Ex^o p^o Mar 14. 1787

Danielson
vs
Wallis

Matthew Danielson of Brimfield in the County of Hampshire
vs. John Wallis of Monson in the County of Hampshire
Deft in a Placit as is of Record here before ~ The Parties
appear & agree to a Continuance & it is considered by the
Court that they have Day here in Court untill the third Tuesday
of May next

Poyers
as
Field

Peter Poyers Esq^r & Ebenezer Seaver Distiller both of Boston in
the County of Suffolk vs. John Field of the County of Hampshire
& State of New Hampshire Deft in a Placit as is of Record here
before ~ The Plt appears and the Deft the three Times publicly
called to come into Court makes Default of appearance
here ~ Wherefore it is considered by the Court that P^d Peter
& Ebenezer do recover against said John Thirty four pounds
three shillings & 1^d Damages & Costs of Suit taxed at
£ 1. 10. 0 and there of &c.

Peter Schoenrock late of Boston in the County of Suffolk & Benjamin
Senior of Boston Distiller Plffs vs John Field of Durham King
this County Gent^l Dfth in a Plea x, as is of Record hitherto & Schoenrock
The Plffs appear and pray Judgment - and it is con- sidered by the Court that Peter & Benjamin do recover against
said John five pounds five shillings & five pence Damages & Costs of Suit taxed at £4^l 12^s 2^d & thus of x

Timothy Robinson Esq^r & Dan Robinson Gent^l both of Robinson & Granville in this County Plffs vs Joseph Miller of Granville
aforesaid Plaintiff Admin^r of the Estate of Joseph Miller Jos^r Miller Ad^r
late of the same Granville decd and x in D Capacity Dfth
in a Plea x The Plffs appear and the Dfth the
three Times publicly called to come into Court makes
Default of Appearance here - Whereupon it is considered
by the Court that Timothy & Dan do recover against
said Joseph the Administrator in his D Capacity Two
hundred & eighteen pounds & ten shillings of lawful
Money Debt & Costs of Suit taxed at £2^l 12^s 10^d & thus of x

Robert Warner of Middleton in the County of Middle Warner
sex & State of Councilors Gent^l Plff vs Samuel Lucas of
Sandisfield in the County of Berkshire Trader Dfth Lucas
in a Plea x The Plff being called is answer the
Dfth defaulted & the Action is dismissed

David Blair of Blanford in this County Plaintiff & Blair
Gordon of Westbury in this County Plaintiff in a Plea as is
of Record hitherto - It is considered by the Court that David Blair
have Day here in Court until the third Tuesday of May next under
the Rule of Supreme Court entered into

John Lee Jun^r of Westfield in this County Trader Plff vs Lee
& John Shank of Southwick in this County Gent^l Dfth in a Plea as is of Record
as is of Record hitherto - The Plff appears & the Dfth the three
Times, publicly called to come into Court makes Default of
Appearance here - Whereupon it is considered by the Court that
said Lee do recover against said Shank five pounds two shil-
lings and eleven pence Damages & Costs of Suit taxed at
£2^l 8^s 2^d & thus of x

Richard Dally of Westfield in this County Gent^l Plff vs William
Derby & William Derby Jun^r both late President & Windsor in the
County of Berkshire & William Clark of Windsor aforesaid Esq^r Dfth
in a Plea as is of Record hitherto - The Parties agree to a
continuance - and it is considered by the Court that the same Day
here in Court until the third Tuesday of May next

Abel Leonard of Westbury in this County Plaintiff & Leonard
vs Samuel Flowers of the same Westbury in this County Dfth in a
Plea as is of Record hitherto - The Parties appear and
agree to a continuance - and it is considered by the Court that
they have Day here in Court until the third Tuesday of May next

Cooley
Hyslop & al

Caleb Cooley of Long Meadow in the County of Gloucester
vs William Hyslop of Brooklyn North & William Burton
of Boston. Debt in the County of Suffolk Debt in a
Phase as is of Record hitherto. The Parties appear and
agree to a Continuance. And it is considered by the Court
that they have Day here in Court untill the third Tuesday
of May next.

Bruce
vs
Wilson

George Bruce of Blanford in this County of Gloucester
vs Samuel Wilson of Cotnam in this County of Gloucester
Debt in a Phase as is of Record hitherto. The Plaintiff appears
& moves that this Case may be continued because he
says the Debt is out of the Commonwealth. And
it is considered by the Court that the Parties have Day
here in Court untill the third Tuesday of May next.

Hyslop &
vs
Field & al

William Hyslop of Brooklyn in the County of Suffolk
vs David Field Esq. & Sam^l Field Gent.
David Field Jun^r Husbandman Oliver Field Trader &
Elihu Field Husbandman all of Berpetel in this County
Debt in a Phase as is of Record hitherto. The
Parties appear & agree that this Case be continued to
the next Term & that Judgment then be final. And
it is considered by the Court that the Parties have
Day here in Court untill the third Tuesday of May
next.

Stoddard
vs
Bell

Thomas Stoddard of Northampton in this County
vs Thomas Bell of Cotnam in this County of
Gloucester Debt in a Phase as is of Record hitherto.
The Plaintiff appears & prays Judgment. And it is consid-
ered by the Court that said Stoddard do recover
against said Thomas Twenty nine pounds five
shillings of lawful money Damages & Costs of Suit
taxed at £ 2^s 3^d 2^d the 1st of May.

Chandler
vs
Newton

Black Chandler of Worcester in the County of Worces-
ter vs Thaddus Newton of Chester in this Coun-
ty of Gloucester Debt in a Phase as is of Record hitherto.
The Plaintiff appears & the Defendant the three
Times put to answer in Court makes Default
of appearance here. Whereupon it is considered by the
Court that said Black do recover against said Thaddus
Judgment for his Debt & Damages of the Land sold for
and Costs of Suit taxed at £ 5^s 10^d & the 1st of May.

Whitney
vs
Turk

Nathan Whitney of Conway in this County of Gloucester
vs Hosea Curtis of Mather Sever & Abel Duns-
mon of the same County Debt in a Phase as is
of Record hitherto. The Parties appear & agree to a Continu-
ance under the Rule of Reference hitherto agreed on.
And it is considered by the Court that they have Day
here in Court untill the third Tuesday of May next.

Charles Ward Apphor of the City County & State of New York Esq^r vs
James Bowdoin of Boston in the County of Suffolk Esq^r & David Munroe Apphor Esq^r
of Northborough in the County of Worcester Gent^l Deft in a Plea as is
of Record herefore ~ The Parties appear and agree to a Continu Bowdoin Esq^r
and under the Rule of the Court here to be entered into and it is
considered by the Court that they have Day here in Court until the
third Tuesday of May next

Solomon Stoddard of Northampton in the County of Hampshire on the Es. & Soc. a. d. h.
tate of Prudence Stoddard tate of Northampton demands in s.
Capacity vs John Johnson of Northampton & Hugh Johnson of Northampton
both of Pelham in this County Deft in a Plea as is of Record here
before ~ The Deft appears & prays for Judgment and it is con
sidered by the Court that the S. Solomon in his s. Capacity do vce
over against said John & Hugh Two hundred & fifty one pounds
three shillings & six pence of lawful money Damages & Costs
of Suit taxed at £ 2. 10. 6 & three of s.
Exon ip^o Mar 8. 1788

Nath^l Dickinson of the City & County of S. John & Province of New Brunswick vs
Roger Dickinson Deft in a Plea as is of Record here
now called is Mounish the Deft defaulted & the action is dis
missed

Nathaniel Dickinson of the City & County of S. John & Province of New Brunswick vs
Jonas Locke of New Brunswick & John Sturdale of New Brunswick
both of New Brunswick in this County Deft in a Plea as is of Record here
before The Parties appear & J. Sturdale
& others herefore appointed Referees in this Case now being
into Court their Award in the Word following
We the Subscribers appointed Referees & having fully heard
the Parties in the Case Nath^l Dickinson vs Jonas Locke & John Sturdale
between the Parties do award that the S. Nathaniel Dickinson
recover against Jonas Locke & John Sturdale Ninety six
pounds four shillings & one penny & Costs of Court & Costs
of Referees taxed at Twenty nine shillings & 3^d John
Williams Jonathan Arms Sam^l Partridge
And thereupon it is considered by the Court that S. Nath^l
will do recover against S. Jonas & John Ninety six
pounds four shillings & one penny of lawful money Damages
and Costs of Suit taxed at £ 5. 2. 10 & three of s.
Ex. p. Apr 12. 1788

Nathaniel Dickinson of the City & County of S. John & Province of New Brunswick vs
Jonas Locke of New Brunswick & John Sturdale of New Brunswick
both of New Brunswick in this County Deft in a Plea as is of Record here
before The Parties appear & J. Sturdale
& others now being into Court their Award as follows
We the Subscribers appointed Referees & having fully
heard y^e Parties do award that S. Jonas Locke rec
over against said Nathaniel Costs of Court

And thereupon it is considered by the Court that said Jonas
do recover against said Nathaniel his Costs in defending the Suit
of said Nathaniel taxed at £ 1. 10. 0 and three of s.

Billings
as
Guld

William Billings of Conisay in this County Esq^r is John
Guld of Ashmest in this County Gent^l Defth in a Plea
as is of Record here to fore The Ple appears & the Defth
the three Times publicly called to come into Court makes
Default of appearance here Wherefore it is considered by the Court
that s^r William do recover against said John thirty two pounds
three shillings & nine pence Damages & Costs of Suit taxed at £ 13. 10
& there of
Ex^{te} p^{re} April 11. 1787

Smith
as
Chapman

John Smith of Whately in the County Trader Pleas
Perry Chapman of the same Whately Gent^l Defth in a
Plea as is of Record here to fore The Ple appears &
prays Judgment and it is considered by the Court
that s^r John do recover against said Perry thirteen pounds nine
ten shillings & 6^p Damages & Costs of Suit taxed at
£ 2. 8. 2 and there of
Ex^{te} p^{re} Augst 14. 1787

Mendall
as
Hayden

Samuel Mendall Jun^r of New Salem in this County Yeoman
Pleas Samuel Hayden of Hopkinton in the County of
Middlesex Yeoman Defth in a Plea as is of Record
here to fore The Ple appears & the Defth the three Times
publicly called to come into Court makes Default of
appearance here Wherefore it is considered by the Court
that said Mendall do recover against s^r Hayden Ten
pounds 2^s Damages & Costs of Suit taxed at £ 2. 15. 7
and there of
Ex^{te} p^{re} May 22. 1787

Boltwood
as
Rose

Samuel Boltwood of Amherst in this County Yeoman Pleas
Roger Rose of Ashfield in this County Esq^r Defth in a Plea
as is of Record here to fore The Ple appears & the Defth
the three Times publicly called to come into Court makes
Default of appearance here Wherefore it is considered
by the Court that said Samuel do recover against said
Roger Twenty seven pounds three shillings & seven
pence Damages & Costs of Suit taxed at £ 4. 2. 2 and there of

Walker
as
Curtis

William Walker of Lenox in the County of Berkshire Esq^r
Pleas Isaac Curtis of Williamstown in this County Esq^r
Defth in a Plea as is of Record here to fore The Ple ap
pears and the Defth the three Times publicly called to
come into Court makes Default of appearance here
Wherefore it is considered by the Court that s^r William do
recover against s^r Isaac Four pounds ten shillings & three pence
Damages & Costs of Suit taxed at £ 9. 12. 3 and there of
Ex^{te} p^{re} Oct^{ber} 8. 1787

Seamore
as
Smith

Zachariah Seamore of Pittsfield in the County of Berkshire Trader Pleas
Terius Smith of Lenox in this County Gent^l Defth in a
Plea as is of Record here to fore The Ple appears and prays Judgment
and it is considered by the Court that said Zachariah do recover against
said Terius
Damages & Costs of Suit taxed at
£ and there of

Abraham Prudham Willard of Norwich in this County Plaintiff
Douglas King & others Debtors in a Phase The Plaintiff being now three times pub-
licly called to come into Court is Mornant the Defendant & the Court
in default
John Morgan of Springfield in this County Plaintiff Plaintiff is a Member
of Orange in this County Defendant in a Phase as is of Record heretofore
The Plaintiff appears and the Defendant the three times publicly called to come into
Court makes Default of appearance here - Wherefore it is considered
by the Court that said John do recover against said Job
Damages & Costs of Suit taxed at £
and there of &c

Simon Strong Esq. & David Parsons Clerk both of Lunenburg in this County Plaintiff & al-
l Executors of the last Will & Testament of David Parsons, of Lunenburg Esq. Indebted
deceased & in Defendant's Debt is the Indebtedness of the same Lunenburg
Debt in a Phase as is of Record heretofore The Plaintiff appears more
that this Case may be continued for Judgment to the next Term &
it is considered by the Court that said Parties have Day here in Court
until the third Tuesday of May next

John Worthington of Springfield in this County Plaintiff Plaintiff Shadrach Worthington Esq.
Noble of Middlefield in this County Defendant in a Phase as is
of Record heretofore The Plaintiff appears and the Defendant the three times
publicly called to come into Court makes Default of appearance here
Wherefore it is considered by the Court that said John do recover against
said Shadrach Five pounds nineteen shillings & four pence of law-
ful Money Damages & Costs of Suit taxed at £ 2. 6. 10 & there of &c
Ex. p. April 20. 1787

John Worthington of Springfield in this County Plaintiff Plaintiff John Stiles of Gran Idem-
ville in this County Husbandman Defendant in a Phase as is of Record
heretofore The Parties appear & agree to a Continuance to the next Term
& that Judgment be then filed - And thereupon it is considered
by the Court that said Parties have Day here in Court until the third
Tuesday of May next

James Merrick of Salem in this County Plaintiff Plaintiff Edward Saul Merrick
of Woburn in this County Defendant in a Phase as is of Re-
cord heretofore The Plaintiff appears & the Defendant the three times publicly cal-
led to come into Court makes Default of appearance here - Where-
upon it is considered by the Court that said James do recover against
Edward Eight pounds five shillings & eleven pence Damages & Costs of Suit
taxed at £ 2. 8. 2 & there of &c Ex. p. March 15. 1787

John Phelps of Westfield in this County Plaintiff Plaintiff Benjamin Smith of
Northampton in this County Soldier Defendant in a Phase as is of Record
heretofore The Plaintiff appears & the Defendant the three times publicly called
to come into Court makes Default of appearance here - Wherefore it
is considered by the Court that said John do recover against said
Benjamin Ten pence four shillings & two pence Damages & Costs of Suit
taxed at £ 2. 4. 8 & there of &c The said John afterwards acknow-
ledges Satisfaction of this Judgment &c

Isaac Parsons of Northampton in this County Plaintiff Plaintiff Benjamin
Morgan of Belchertown in this County Husbandman Defendant in a Phase
as is of Record heretofore The Plaintiff appears & the Defendant the three
times publicly called to come into Court makes Default of appear-
ance here - Wherefore it is considered by the Court that said Isaac
do recover against said Benjamin Twenty seven pounds four shil-
lings & seven pence Damages & Costs of Suit taxed at £ 1. 18. 6 &c
Ex. p. May 21. 1787

And exp^d.

Finckler

2. *Crangon crangon*

lower

1. Heat

Principal

Brown

Hard

1. *Null*

Paper

Harman

Part 1, 1st

Mark —

Wheeler Pipe

Wm. A. Wheeler of

27
2. 2x 0.25 x 1.1

29. Thomas Tapon & others Appellants. The Parties appeared on the 7. Motion of the
Ct. of this case is by order of the Court continued to the next Term the third
day of May next.

183
Pearl
Fairman

Father's
 Westfield
 N.Y.

Wells
21
Robinson
No 2 -

Aldon
27
H. H. H.
p. 3.

27
Stork
No. 7

Phelps
at
Bradley & al
No 5

John Phelps of Westfield in the County of Pittsfield & State of New York Plaintiff
vs
Isaac & Asenah Ashley of Washington County both in the County of Berkshire
Defendants in a Plea of Trespass on the Case for that said Isaac & Asenah at Westfield
appeared on the 6th day of January Anno Domini 1785 by their Note for Value
received jointly & severally promised to pay to said John Phelps Eighty pounds lawful
Money on Demand with Interest - yet said Isaac & Asenah neither of
them have ever (the requested) paid the same but neglected to the Da
mage of said John One hundred pounds - The Plaintiff and the
Defendant the three Times publicly called to come into Court make the Default
of appearance here - Wherefore it is considered by the Court that said
John do recover against said Isaac & Asenah Ninety pounds eight shil
lings of lawful Money Damages & Costs of which taxed at £2.5.8 & the costs
Exon. p. a May 12. 1787

Ashley &
at
Anderson
No 6

Jonathan Ashley of Shelburne in this County & Plaintiff John
Anderson of Deerfield in this County Weaver Defendant in a Plea
of Debt & upon said Jonathan says that said John render to him
the sum of Eight hundred pounds which by his Bond dated
the first day of May Anno Domini 1786 by the Name of John Anderson
of Deerfield & for said bond himself & his Heirs & Executors to him
the said Jonathan by the Name of Jonathan Ashley of Shelburne
in sum of Eight hundred pounds to be paid him on Demand
as said John the requested hath never paid said sum but neglected
to the Damage of said Jonathan One thousand pounds
The Parties appear & agree to a continuance - And it is considered
by the Court that they have Day here in Court until the third Tuesday
day of May next

Grewold
at
Hill
No 7

Noah Grewold of Windsor in the County of Stafford & State of Connecticut
Plaintiff vs
John Squire Hill of South Amherst in this County Defendant in a Plea of the Case for that
said Squire at Windsor in said Northampton
on the second day of March last by his Note for Value received promised said
Noah to pay him nine hundred pounds on Demand with Interest - And
also for that said Squire afterwards on the same day gave by
his other Note for Value received promised to deliver to him said
Noah Dwelling House in Windsor & for said on Demand twenty
two & an half pounds of good merchantable Sheeps Wool &
said Squire hath never delivered the same or performed either
of his said Promises but neglected to the Damage of said
Noah Twelve pounds - The Parties appear & agree that
this Case be continued to the next Term that Judgment be then
final and that Costs be taxed only one Term - And it is
considered by the Court that said Parties have Day here
in Court until the third Tuesday of May next

Hill
at
Hobbs & al
No 8

Peter Hill of Jaybrook in the County of Middlesex & State
of Connecticut Plaintiff vs
Benjamin Hobbs of West
Springfield in this County Defendant in a Plea of the Case for that
said Benjamin Hobbs & Jacob at said West
Springfield on the 1st day of January Anno Domini 1785 by
their Note for Value received promised said Peter Nine hundred
pounds eight shillings & 8d on Demand with Interest yet
said Benjamin Hobbs & Jacob neither of them have ever paid
the same but neglected to the Damage of said Peter Three hundred
The Parties appear & the Defendant the three Times called to come into
Court make the Default of appearance here - Wherefore it is
considered by the Court that said Peter do recover against said Benjamin
Hobbs & Jacob Four hundred shillings Damages &
Costs of which taxed at £2.7.8 & the costs Exon. p. a May 25. 1787

Alexander Allen of Windsor in County of Hartford
and State of Connecticut Sheriff of the County of Windsor
of West Springfield in this County of Windsor Defendant in the
of the Case for that Samuel also Northampton on the 28th
day of April A.D. 1782 by his Note for Value recd, promised
to pay him or Order Eighteen pounds eight shillings & ten
pence half penny on or before the first day of May then
next with Interest till paid & yet s^d Samuel the request to
hath never paid the same but neglected to the Damage
of s^d Alexander Thirty pounds The Plaintiff
and the Deft the three Times publicly called to come into
Court makes Default of Appearance here Wherefore it
is considered by the Court that said Alexander do
recover against said Samuel Eighteen pounds two
shillings & three pence Damages and Costs of Suit taxed
at £ 2.5.4 & there of

Allen
" Leonard
N^o 9

Ex^{ra} p^{re} May 25. 1787

Charles Colton of Springfield in the County of Hampden
Defendant in the County of Middlesex Viscount Deffina
of Cambridge in the County of Middlesex Viscount Deffina
of the Case for that s^d Henry at Boston Vis at Springfield on
the 20th day of July A.D. 1785 by his Note for Value recd
promised s^d Charles to pay him or Order in fifteen days
Eighteen pounds law full money with Interest yet s^d Henry
the request hath not paid the same but neglected to the
Damage of said Charles Thirty pounds The Plaintiff
and the Deft the three Times publicly called to come into Court
makes Default of Appearance here Wherefore it is considered
by the Court that s^d Charles do recover against said
Henry Nineteen pounds sixteen shillings of law full money
Damages & Costs of Suit taxed at £ 2.5.4 & there of

Colton
" Viscount
" Cambridge
N^o 10

Ex^{ra} p^{re} Apr 5. 1787

Lydia King of Springfield in the County of Windsor
State of Isaac King of Springfield dec^d Plaintiff
of Palmer in the County of Windsor Defendant in the
of the Case for that whereas s^d Isaac in his life time on the
28th day of April Anno Dom 1783 at Springfield aforesaid
was possessed of the Goods & Chattels following viz one Cart
twenty two hundred of Hay one red Horse one saddle one Bridle one
pair of Saddle Bags one plow & two several notes of Hand made
a executed by one Charles Eddy for Value recd 1 to the s^d Isaac on
Interest Dated in April 1783 for the sum of one hundred
pounds each of the Value of four hundred & fifty pounds
lawful money as of his own proper Goods & Chattels & being
so possessed thereof on the sum Day & Year aforesaid & before
said aforesaid the same Goods & Chattels aforesaid out of
his hands & Possession did carnally take & with out
said Day & Year came to the hands & Possession of s^d Lydia
by finding & yet s^d Lydia knowing s^d Goods & Chattels to
have been the Goods & Chattels of s^d Isaac in his life time
& of s^d Lydia since the Death of s^d Isaac as Administrator
aforesaid, contriving & fraudulently intending said Isaac
in his life time & s^d Lydia after the Death of s^d Isaac of
the Goods & Chattels aforesaid craftily & subtly to receive
& to demand, hath converted the same to his own Use &
the Damage of s^d Lydia as Adm^r of s^d Isaac hundred & pounds
The Parties appear & agree to a Continuance And it is considered
by the Court that they have Day here in Court on the third
Tuesday of May next

King
" Thing
" N^o 11

Alcott
as
Pembroke
No 12

Matthew Talcott of Middletown in the County of Middlesex State of Connecticut vs. J. Waitstill Esq. of Middletown in the County of Berkshire Town of Dalton in a Plea of the Case for that the said Waitstill at Middletown to wit at Northampton a free on the 17th day of October Anno Domini 1782 by his Note for Value received promised said Matthew to pay him on Demand Thirty seven pounds one shilling & one penny lawful money with Interest also for that the said Waitstill then and there by his other Note for Value received promised said Matthew to pay him Twenty three pounds fifteen shillings and two pence lawful money on Demand with Interest yet the said Waitstill the said Matthew hath never paid the same but neglects it to the Damage of said Matthew Eighty pounds The Plaintiff of the Deft the three Times publicly called to come into Court makes Default of Appearance where - Wherefore it is considered by the Court that said Matthew do recover against said Waitstill Seventy six pounds seven shillings & one penny lawful money Damages & Costs of such taxed at £ 17. 6 & three of

Remington
as
Burbanks
No 13.

Seth Remington of West Springfield in the County of Yarmouth vs. Timothy Burbanks of West Springfield Gent. Deft in a Plea of Debt for that Tim. at West Springfield a free on the 28th day of March A.D. 1786 by his Writing obligatory sealed with his seal bound himself to the said Seth in the sum of Forty pounds lawful money to be paid to said Seth on Demand yet the said Timothy hath never paid the same but neglects it to the Damage of said Seth Forty five pounds - The Plaintiff and the Deft the three Times publicly called to come into Court makes Default of Appearance where - Wherefore it is considered by the Court that said Seth do recover against said Timothy Twenty four pounds twelve shillings & four pence lawful money Damages & Costs of such taxed at £ 13. 8 & three of Ex. p. Apr 5. 1787

Ashley
as
Morgan
No 14.

Moses Ashley of West Springfield in the County of Yarmouth vs. Stephen Morgan of West Springfield Yarmouth Deft in a Plea of the Case for that the said Stephen at West Springfield on the 7th day of March A.D. 1785 by his Note for Value received promised said Moses to pay him on Order Six pounds lawful money on or before the 6th day of July then next with Interest but paid - yet the said Stephen the requested hath never paid the same but neglects it to the Damage of said Moses Ten pounds - The Plaintiff and the Deft the three Times publicly called to come into Court makes Default of Appearance where - Wherefore it is considered by the Court that said Moses do recover against said Stephen Five pounds ten shillings & eleven pence Damages & Costs of such taxed at £ 10. 16 & three of Ex. p. Apr 5. 1787

Deen
as
Buck
No 15.

Moses Ashley of West Springfield in the County of Yarmouth vs. Samuel Deen of West Springfield in the County of Yarmouth Deft in a Plea of the Case for that the said Samuel at West Springfield on the 13th day of June A.D. 1785 by his Note for Value received promised said Moses to pay him thirty three pounds six shillings lawful money on Demand with Interest yet the said Samuel the requested hath never paid the same but neglects it to the Damage of said Moses Forty five pounds - The Plaintiff and the Deft the three Times publicly called to come into Court makes Default of Appearance where - Therefore it is considered by the Court that said Moses do recover against said Samuel thirty three pounds six shillings of lawful money Damages & Costs of such taxed at £ 10. 16 & three of Ex. p. Apr 9. 1787

Thomas Norlow of Springfield in the County of Hampshire Plaintiff
vs
John the Defendant in a Petition of the Court for that said
County of Springfield on the 15th day of August last by his Note for Value recd
amount said Thomas to pay him or Order Thirteen pounds ten
shillings lawful money on Demand with the lawful Interest till paid
yet John the Defendant hath never paid the same but neglects to do
Damage of 3^d Thomas Eighteen pounds - The Plaintiff appears & the Deft
the three Times publicly called to come into Court makes Default of
appearance here - Wherefore it is considered by the Court that 3^d Thomas
do recover against said John Fourteen pounds fifteen shillings &
eight pence Damages & Costs of Suit taxed at 2^d 10^d & there of
Expenses Aug 21. 1787

Norlow
Russell
p. 16

To the Sheriff of the County of Hampshire in his Deputes Creatures

Whereas Messrs Bliff & Aaron Bliff Gent^l Esq^r Best Bliff, John & Monson
Bliff Gent^l all of Springfield in our County of Hampshire
Exutors of the Last Will & Testament of Samuel Day late of said
County of Hampshire deceased in & Capacity before our Justices of our Court
of Common Pleas holden at Springfield aforesaid on the second Tuesday
of November last, by the Consideration of the said Justices rendered Judg-
ment against Samuel Day of Adams in our County of Berkshire
for the Sum of seven pounds seven shillings & ten pence Damages & one
pence four farthings & ten pence the Money Costs of Suit whereof
said Samuel Day is Compt & and altho the Judgment be thus rendered
and Execution accordingly given yet the same is returned into our
said Court by Aaron Wood a Deputy Sheriff for the County of Berkshire
with the words on the Back thereof "I have made diligent search & can
find neither Person nor Property of the said Day whereon to satisfy the
said Judgment" so that the whole remains in no part satisfied & the Plaintiff over
that the said Judgment is in full Force & that the said Samuel Day hath
avoided satisfying his Body or Goods to satisfy the said Execution & whereof
the said Plaintiff in their said Capacity have supplicated us to provide a
Remedy for them in that behalf - Now to the end that Justice may
be done - We command you that you make known to Jonathan
Menick of Wilbraham in our County of Hampshire Gent^l if he may
be found in your Premises who was surety for Samuel upon the
original Process whereon the Judgment was rendered not only for
his appearance at Court but also for his abiding by & performing the
aforesaid Judgment & that he be before our Justices of our Court
next to be holden at Northampton in & for our said County of Hamp-
shire on the next Tuesday of the next month then & there to shew Cause
if any he have wherefore the said Plaintiff ought not to have their Execu-
tion for 3^d Damages & Costs & two shillings more for the said Execution &
against him the said Jonathan Menick & further to do & receive that which
the said Justices shall then consider

Bliff & Esq^r
Menick
p. 17

The Plaintiff appears & the Deft the three Times publicly called to come into
Court makes Default of appearance here - Wherefore it is considered
by the Court that said Messrs Aaron & Benjamin Menick do recover
against said Jonathan Menick fourteen shillings & four pence
Damages & Costs of Suit taxed at 2^d 10^d & there of
Expenses Aug 21. 1787

Watson
Cotton & al
p. 18

John Watson of East Windsor in the County of Hartford Plaintiff
vs
Elihu Cotton Yeoman & John Cotton Yeoman
Defendants in a Petition of the Court for that said
County of Hartford on the 15th day of August last by their Note for Value recd provided
day of November last by their Note for Value recd provided & Watson
to pay him six pounds five shillings & one penny the Money
in one month from the Date of the Note but Elihu & John
either of them have not the requested ever paid the same but
neglect it to the Damage of said Watson six pounds
The Plaintiff appears & the said Elihu Cotton one of the Defts who only is, been summoned
to appear & answer to this Suit, being then & times publicly called to come into Court
makes Default of appearance here - Wherefore it is considered by the Court that
said John do recover against said Elihu Cotton four pounds five shillings & 7^d
Damages & Costs of Suit taxed at 2^d 10^d & there of
Expenses Aug 21. 1787

Page 19
No 19

Marshall Parker of Westfield in the County of Upper Thomas Porting
of Southwark in the County of Downam Defendant in a Plea of the Case for that
Parker at Westfield on the second Day of September Anno
Domini 1784 by his Note for Value received promised the Plaintiff
to pay him or Order Seven shillings lawful money on Demand
with Interest but he has never paid the same but neglected
it to the Damage of said Plaintiff Twenty five pounds The Plaintiff
appears and the Defendant three Times publicly called to come into Court
makes Default of Appearance here - Wherefore it is considered by
the Court that said Parker do recover against said Plaintiff nineteen pounds
sixteen shillings & eight pence Damages & Costs of Suit taxed at 2s 6d
& there of &c
Ex. p. Apr 9th 1787

Page 20
No 20

Warham Parker of Westfield in the County of Upper Abraham
Page Plaintiff & Abraham Page Defendant in a Plea of the Case for that said Abraham & Abraham
the County of Downam on the 11th day of May Anno Domini 1785
by their Note under their hands for Value received promised said Warham
to pay him or Order Six pounds lawful money on Demand
with Interest but they have never paid the same but neglected it to the
Damage of said Warham Ten pounds The Plaintiff appears & the
Defendant Abraham Page the surviving Defendant the said
Abraham Page having died since the Commencement of this
Suit being now three Times publicly called to come into Court makes
Default of Appearance here - Wherefore it is considered by the
Court that said Warham do recover against said Abraham Page
the surviving Debtor Six pounds thirteen shillings & two pence
Damages & Costs of Suit taxed at 2s 13d & there of &c
Ex. p. April 9th 1787

Page 21
No 21

Matthew Laflin of Southwark in the County of Upper Silas Fowler of
the same Southwark Defendant in a Plea of the Case for that said
Fowler at said Southwark on the 30th day of November last by his Note
for Value received promised said Matthew to pay him or Order Twelve
pounds lawful money in six months with Interest but he has never paid the same
to said Matthew but neglected it to the Damage of said Matthew Sixteen pounds
The Plaintiff appears and the Defendant three Times publicly called to come into Court makes
Default of Appearance here - Wherefore it is considered by the
Court that said Matthew do recover against said Silas Twelve pounds
eighteen shillings & seven pence Damages & Costs of Suit taxed at 1s 12d
& there of &c
Ex. p. Apr 5th 1787

Page 22
No 22

Benjamin Hobbs Plaintiff & Jacob Miller of the same West
of West Springfield in the County of Upper Plaintiff & Jacob Miller of the same West
Springfield Defendant in a Plea of the Case for that said Jacob Miller
at West Springfield on the 19th day of February last by his Note for
Value received promised the Plaintiff to pay him or Order Sixteen pounds
Seven shillings lawful money on Demand with Interest but he has never paid the same
or any part thereof to the Plaintiff but neglected it to the Damage of said Plaintiff
Twenty pounds The Plaintiff appears and the Defendant three Times publicly called to come
into Court makes Default of Appearance here - Wherefore it is con
sidered by the Court that said Plaintiff do recover against said Jacob Miller
Twenty pounds Sixteen shillings & nine pence Damages & Costs of Suit
taxed at 2s 6d & there of &c
Ex. p. Apr 13th 1787

Benjamin Hebbins of New Israel Williston Gent. & Jacob Day Gent. all
 of West Springfield in this County Messrs. Joseph Rogers of West Springfield
 aforesaid Messrs. Deft in a Plea of the Case for that whereas the Deft
 at said West Springfield on the tenth Day of December Anno Domini 1783
 were duly chosen & appointed a Committee to build a certain Chapel
 or Shop by the said Deft & others the Partners thereof and the said
 Deft then & there agree to with the Deft & promised to procure & provide
 his due Proportion of materials & de pay his due Proportion of the
 whole Expense of building & Shop which the Deft say was one twentieth
 part thereof and afterwards at the special Request of the
 said Deft and others the Partners thereof the Deft then at West Springfield
 undertook & set about building said Shop & received materials
 towards building the same of the Deft & others the Partners & pro-
 vided materials for such as were deficient & hired Carpenters &
 Labourers to complete the same & afterwards the Shop was then com-
 pleted & furnished to wit on the 15th day of August then next follow-
 ing and cost four hundred & ninety three pounds ten shillings & 8th
 and one twentieth part thereof being the Deft's Proportion thereof was
 thirty seven pounds eighteen shillings & six pence where of the said
 Deft then & there had notice, where of the Deft hath paid & provided
 materials only to the amount of nineteen pounds sixteen shillings
 and seven pence in the whole & for the residue the Deft say they have
 been obliged to give their Note upon Interest & have been sued & put
 to great Expense by Reason of Deft's Deficiency in not providing his
 Proportion of materials & not paying his due Proportion of the Expense
 thereof ~ Also for that said Deft at West Springfield on the tenth day
 of August Instant was publicly called to the Deft in one other sum of thirteen
 pounds ten shillings lawful Money for so much Money there before that time
 paid advanced paid or expended by them for the said Deft at his special
 instance & Request & in Consideration thereof the Deft then & there promi-
 sed the Deft to pay them the same on Demand & yet the Deft the requested
 hath never fulfilled either his Promise or paid but neglects it to the
 Damage of Deft nineteen pounds The Deft appears & the Deft the three
 times publicly called to come into Court makes Default & appearance
 here Whereupon it is considered by the Court that the Deft do lie
 over against said Deft Eighteen pounds one shilling & eleven pence
 of Lawful Money Damages & Costs of Suit taxed at 1st 11th 2^d 11th 3^d 11th 4^d 11th
 Ex^{hib} Apr 10. 1787

Hebbins & al
 Rogers
 No 23

Charles Brewer of Springfield in this County Messrs. Noah
 Warmer of Wilbraham in this County Gent. & Deft in a Plea of the
 Case for that Deft Noah at Wilbraham on the 9th day of April Anno
 Domini 1784 by his Note for Value received promised Deft Charles to pay
 him Ten pounds lawful Money on Demand with Interest & Deft said
 Noah the requested hath never paid the same but neglects it to the
 Damage of Deft Charles fifteen pounds
 The Deft appears & the Deft the three times publicly called to come into
 Court makes Default & appearance here Whereupon it is con-
 sidered by the Court that Deft Charles do lie over against Deft Noah
 Seven pounds five shillings Damages & Costs of Suit taxed at 1st 11th 2^d 11th 3^d 11th 4^d 11th
 Ex^{hib} Apr 10 & thereof &c Ex^{hib} Apr 10. 1787

Brewer &
 Warmer
 No 24

Nehemiah Strong of Newbury in the County of Fairfield & State of
 Connecticut Clerk Messrs. Ruben Holcomb of Kenting in the County of
 Worcester Clerk Deft in a Plea of the Case for that Deft Ruben at Newbury
 on the 30th day of January Anno Domini 1784 by his Note for
 Value received promised the Deft to pay him twenty three pounds ten shillings
 and five pence lawful Money on Demand with Interest & Deft
 the requested Deft Ruben hath never paid the same but neglects it
 to the Damage of said Nehemiah thirty pounds The Deft appears &
 the Deft the three times publicly called to come into Court makes
 Default & appearance here Whereupon it is considered by the Court
 that Deft Ruben do lie over against Deft Nehemiah thirty pounds
 Damages & Costs of Suit taxed at 1st 11th 2^d 11th 3^d 11th 4^d 11th 5^d 11th
 Ex^{hib} Apr 10 & thereof &c Ex^{hib} Apr 10. 1787

Strong
 Holcomb
 No 25

per. and agree that this can be continued to the next Term
and that judgment be then given. And it is considered
by the Court that they accordingly have day here in Court
until the third Tuesday of May next.

Phillips
vs
Dew
No 26

William Phillips Junr of Boston in the County of Suffolk Mar-
shal Pl. 11. Abner Rice of Montgomery in this County Defendant
vs a Plea of Eschetment wherein said William demands
against S Abner a certain mortgage & Tract of Land lying &
being in S Montgomery on both sides of the high Way leading
thro' said Montgomery to Norwiche containing Eighty Acres
bounding East on Land of Ebenezer Hermon North on the
Farm of Peter Mundy West partly on the Lot called the Main
istry Lot & the Residue on Thomas Dewey's Land & South on
Land of Abel Peter it being the Farm S Abner bought of Nathl
and Walter together with the Appurtenances thereto belonging
whereupon S William says S Abner at Northampton aforesaid
on the 13th day of December Anno Domini 1784 by his Deed under
his Hand & Seal well executed & in Court to be produced of
that Date in Consideration of One hundred & twenty eight pounds
lawful money paid him by said William bargained sold
& conveyed the Demanded Premises with the Appurtenances
to him the S William his Heirs & Assigns forever as a good Estate
in Fee simple by Force whereof S William then then became
seized of the demanded premises in his Demise as of the
right & ought still to hold the same Nevertheless the said
Abner hath since unjustly & without Judgment entered into
the Premises & dispossessed him the S William thereof whereupon
he complains that S Abner deforced him & still unjustly
holdeth him out therefrom to his Damage One hundred and
sixty pounds. The Pl. appears and the Def. the third
Times publicly called to come into Court makes Default
of appearance here. Whereupon it is considered by the
Court that S William do recover against S Abner Judg-
ment for his Seizin & Possession of the Mortgage & Land
aforesaid with the Appurtenances, unless S Abner shall
within two months pay to S William One hundred forty
eight pounds sixteen shillings & ten pence of lawful money
plus & Costs of Suit taxed at £ 20 14 6 & then of a
Writ of Habeas. Joff. 22. 1787

Eddy
vs
Morgan
No 27

Joshua Eddy of Wilbraham in this County Plaintiff
vs Morgan of Springfield in the County of Put. Def. 11. vs a Plea of the Case
for that S David a Partner in this County on the 15th day of April last
by his Note for Value recd promised S Joshua to pay him six pounds
six shillings & eight pence in three months or to his Trust. Yet said
David the aforesaid has never paid the same but neglects it to the
Damage of S Joshua Ten pounds. The Parties appear & agree that
this can be continued to the next Term & that judgment be then
given. And it is considered by the Court that said Parties have
Day here in Court until the third Tuesday of May next.

Samuel Dick Merriek of Wilbraham in this County Gent. v. ^{187.} ^{Merriek} ^{Wade,} ^{N^o 28.}
of Spring field in this County Physician Deft in a Plea of the Case for that
said Deft a/s Wilbraham on the 8th day of June last by his Note for
Value recd promised said Samuel to pay him or his Order Four pounds
three shillings & one penny on Demand with Interest. Yet said Deft the request
hath never paid the same but neglects it to the Damage of said
Samuel six pounds. The Plea appears and the Deft the three Times
publicly called to come into Court makes Default of Appearance
here & And it is thereupon considered by the Court that said Deft
agreeing thereto, that this Case be continued for Judgment to the
next Term the third Tuesday of May next

Joseph Miller of Ludlow in this County Gent. v. ^{Miller} ^{Wright} ^{N^o 29}
Cyrrian Wright of the same Ludlow German Deft in a
Plea of the Case for that said Cyrrian a/s Ludlow on the
22^d day of March Anno Dom. 1785 by his Note for Value
recd promised said Joseph to pay him Twenty two
pounds sixteen shillings & eight pence two p^{ts} of money on
Demand with Interest. Yet said Cyrrian the requested
hath never paid the same but neglects it to the Damage
of said Joseph Twenty six pounds. The Plea appears and the
Deft the three Times publicly called to come into Court makes
Default of Appearance here. Whereupon it is considered by
the Court that said Joseph do sue over against said Cyrrian
Twenty three pounds nineteen shillings & three pence Damages
& Costs of Suit taxed at £1. 10s. & thereof. Ex^{te} 13th Mar 1787

Nathan Bolton of Wilbraham in this County Yeoman v. ^{Cotton} ^{Miller} ^{N^o 30}
Joseph Miller of Ludlow in this County Gent. Deft in a
Plea of the Case for that said Joseph a/s Wilbraham on the
1st day of June last by his Note for Value recd promised
said Nathan to pay him or Order Nine pounds twelve shillings
and ten pence on Demand with Interest. Yet said Joseph the
requested hath never paid the same but neglects it to the
Damage of said Nathan Twelve pounds. The Plea appears and
the Deft the three Times publicly called to come into Court makes
Default of Appearance here. Whereupon it is considered
by the Court that said Nathan do sue over against said Joseph
Ten pounds one shilling & seven pence Damages and
Costs of Suit taxed at £1. 12s. 8d & thereof. Ex^{te} 13th Mar 1787

Gabriel Burnham of Wilbraham in this County Yeoman v. ^{Burnham} ^{Thurman} ^{N^o 31}
John Thurman of Springfield in this County Gent. Deft in a
Plea of the Case for that said John a/s Springfield a/s said on the 4th
day of October Anno Dom. 1785. by his Note for Value recd pro-
mised one David Morgan to pay him or Order Nine pounds
within 8 weeks with Interest. And said David this afterwards
on the same Day by his Indorsement on the said Note ordered
the Contract thereof then due to be paid to said Gabriel of
all which said John this afterwards the same Day had Notice
& became chargeable to pay the same to said Gabriel & there-
upon he to do. Yet said John the requested hath never paid
the same but neglects it to the Damage of said Gabriel Twelve pounds.
The Plea appears and the Deft the called makes Default of Appear-
ance here & And it is considered by the Court that said Gabriel do sue
over against said John Nine pounds fifteen shillings & five pence
Damages & Costs taxed at £1. 14s. 10d & thereof. Ex^{te} 13th Mar 1787

Jones
vs
Colton
No 32

Thomas Jones of Wilbraham in this County Plaintiff
vs
Nathan Colton of Ipswich Wilbraham Defendant
in a Plea of the Case for that s^d Nathan at s^d Wilbraham on the 28th day of
March Anno Domini 1785 by his Note for Value rec^d promised
our Noak Warren to pay him or Order Ten pounds, three p^{ts}
things & six pence on or before the first day of January next
with Interest & s^d Noak there afterwards on the same Day by an
indorsement on said Note ordered the Contract there of to be
paid to said Thomas, whereof s^d Nathan on the same Day
had Notice, and became chargeable & according to promise
said Thomas to pay him the same agreeably to the Tenor of
said Note yet said Nathan the request & hath never paid
the same, but neglects it to the Damage of s^d Thomas Ten
pounds & The Def^t appears and the Def^t the three Times
publicly called to come in to Court makes Default of
Appearance here - Whereupon it is considered by the Court
that s^d Thomas do recover against said Nathan Seven pounds
eighteen shillings & one penny Damages & Costs of such Tax
at L^{rs} 12.8 & thereof &c
Ex^{pt} Mar 13. 1787

Thing
vs
Newton
No 33

Abel Thing of Wilbraham in this County Plaintiff
vs
Paul Newton of Buntingford in this County Defendant
in a Plea of the Case for that s^d Paul at s^d Wilbraham on the 19th
day of February Anno Domini 1779 by his Note for Value rec^d promised
said Abel to pay him Forty four pounds eight shillings of the then
current equal to five pounds lawful money at or before the first day
of May then next with Interest - yet said Paul the request & hath
never paid the same but neglects it to the Damage of said Abel seven
pounds - The Def^t appears and the Def^t the three Times publicly called to come
into Court makes Default of Appearance here - Whereupon it is considered
by the Court that said Abel do recover against said Paul seven pounds
of lawful money Damages & Costs of such Tax at L^{rs} 10.10 & thereof &c
Ex^{pt} Mar 13. 1787

Merrick
vs
Dunham
No 34

Jonathan Merrick of Wilbraham in this County Plaintiff
vs
Dunham of Buntingford in this County Defendant
in a Plea of the Case for that s^d Thomas at s^d Buntingford on the 16th day of July Anno Domini
seventeen hundred & eighty five by his Note for Value rec^d promised
said Jonathan to pay him or Order fifteen pounds thirteen shillings
and two pence on Demand with Interest - yet said Thomas the of the
request & hath never paid the same but neglects it to the Damage of the
said Jonathan twenty pounds - The Def^t appears & the Def^t the three
Times publicly called to come into Court makes Default of Appearance
here - Whereupon it is considered by the Court that s^d Jonathan do re-
cover against said Thomas fifteen pounds seven shillings & two pence
Damages & Costs of such Tax at L^{rs} 12.8 & thereof &c
Ex^{pt} Mar 13. 1787

Dodge
vs
Dimmick
No 35

George Dodge of Ipswich in the County of Essex Plaintiff
vs
Dimmick of South Broomfield in this County Defendant
in a Plea of the Case for that s^d George demands against s^d Dimmick a Tract of
Land lying in s^d South Broomfield containing Forty one Acres & more
lying on both sides the Mill Brook so called & bounded Northerly on s^d
Wiltons Lane & East by our George Bishops & William Bishops Land
South by partly by s^d Bishops & part by Doct. James Lawrence Land
Westerly on s^d Mungers Land, beginning with the first bound
at a Stake & Stones standing on the Westerly side of a Shovel on the side
said Land, a former between s^d Bishops & Lawrence Land from s^d Stake
Stones the same runs first East 10 North 49 00 ft to a Stake & Stones 2nd
North 1st West 32 rods to the north side of said Road 3rd East 3 North
25 rods & a half to a heap of Stones by the North side of Road 4th North
30th West 5 rods to another heap of Stones 5th East 36th North 11 rods & a half
to a heap of Stones - North one degree West 37 rods to another heap of Stones the

north East Corner ~ West 1st South 54 rods to a Stake Stones ~ South 1st East 15 rods & a half to the north side of the ~ 9th West 19th North 74 rods to a Monument of Stones the north west corner ~ South 21st 30th West 35 rods & a half to a small Rock. ~ East 38th South 14 rods ~ South 11th East 35 rods South 14 rods North 11th East 9 rods to a heap of Stones ~ East 39th South 31 rods & from there a straight line to the first mentioned & bounds about 20 rods with Allowance for the Road that goes thro^{ugh} said Land 2 rods wide excepting & reserving such part of Land & boundaries which said Shubael sold to his son Gideon on the North Side of said Road with the Appurtenances & whereon said George says that at 3rd South the said Field eighth Day of November Anno Domini 1783 said Shubael by his Deed in Court to be produced for the Consideration of Forty nine pounds granted bargained & conveyed to srd George the demanded Premises to hold the same to him & his heirs by Virtue of which he became seized of the same Land on Condition however that said Deed to be void if srd Shubael should pay to said George all such Sums as should become due & payable to srd George from srd Shubael by his Note of hand of even Date with the Deed aforesaid & which Note was made to sum said George Sixty pounds ten shillings silver money with interest within two years from the Date of srd Note ~ And said George says said Shubael hath never paid one penny of srd Sum & said Deed is in full Force & that said George ought to have Possession of the demanded Premises, but that said Shubael hath unjustly entered therein & ejected the srd George & unjustly hold him out to the Damage of srd George One hundred pounds ~ The Plaintiff and the Defnd the three times publicly called to come into Court makes Default of Appearance here whereupon it is considered by the Court that said George do recover against srd Shubael Judgment for his Sum & Possession of the Land aforesaid and srd said Shubael shall within two months pay to srd George Sixty pounds & twelve shillings ~ and also Costs of which taxed at £2. 16. 4 sththrop

Charles

Jonathan Charles Jun^r of Springfield in this County Your Pl^{ff} v Benjamin Cotton of Springfield a fores^d Your Pl^{ff} in a Plea of Trespass on the Case for that srd Benjamin at srd Springfield on the third day of October Instant was justly indebted to said Jonathan in the Sum of Ten pounds three shillings according to the Account annexed, he srd Benjamin under took & thereupon fully promised said Jonathan to pay him the same Sum on Demand ~ Yet said Benjamin the requested hath never paid the same but neglects it to the Damage of said Jonathan Fifteen pounds ~ The Pl^{ff} appears and the Defnd the three times publicly called to come into Court makes Default of Appearance here ~ Whereupon it is considered by the Court that srd Jonathan do recover against said Benjamin Ten pounds three shillings of said Benjamin Damages & Costs of which taxed at £1. 10. 0 sththrop ~ Dec^r 14 1783

Miller
v
Jones
No 36

Samuel Miller of Springfield in this County Your Pl^{ff} v John Jones of the same Springfield Your Pl^{ff} in a Plea of the Case for that srd John at srd Springfield on the fifth day of August last by his Note for Value rec^d promised srd Samuel to pay him forty eight & one half Bushels of Good Rye & two Barrels of Bridle Bits of the Value of twelve pounds in two months from the Date ~ Yet srd John the requested hath not performed his srd Promise but neglects it to the Damage of srd Samuel Fifteen pounds ~ The Pl^{ff} appears and moves that this Case may be continued to the next Term because the Defnd is out

Miller
v
Jones
No 37

this Commonwealth and it is considered by the Court that said Parties have Day here in Court not till the third Tuesday of May next

Thurkley
vs
Haynes
No 38

Thomas Thurkley of Springfield in this County Trader Plaintiff
Daniel Haynes of the same Springfield Defendant in a Plea that
of the Case for that said Daniel at Springfield on the 27th day of
October Anno Dom 1785 by his Note for Value recd promised
said Thomas to pay him on Order Five pounds twelve shillings
and two pence on Demand with Interest yet said Daniel tho
requested has never paid the same but neglects it to the Damage
of said Thomas Ten pounds — The Pl^{ff} appears at the Def^{ts}
the three Times publicly called to come into Court make his Def^{ault}
of appearance here — Whereupon it is considered by the Court
that said Thomas do recover against said Daniel six pounds
one shilling & two pence Damages & Costs of Suit taxed at
£ 13.8 & thereof — Ex^{ca} p^{er} Mar 14. 1787

Trinners
vs
Graves
No 39.

George Trinners of Springfield in this County Pl^{ff} Plaintiff
Graves of Palmer in this County Defendant in a Plea that
said Trinners render to him the said George Thirteen pounds twelve
shilling & two pence which from him he is justly due in
for this Use whereas said George by the Consideration of the Justices
of the Supreme Judicial Court holden at Northampton in this
County on the first Tuesday of May by Adjournment of the
General Court Anno Dom 1785 recovered Judgment against
said Trinners for the Sum of £ 13. 12. 10 Damages & £ 3. 15. 2
Costs of Suit, which is still in full force unreversed & unpaid
wherefore an Action accrues to the said George to demand & have
of Trinners the Sum aforesaid & Interest yet Trinners tho
requested hath never paid the same but neglects it to the Da
mage of said George Twenty pounds — The Pl^{ff} appears
and the Def^{ts} the three Times publicly called to come into Court
make his Def^{ault} of appearance here Whereupon it is consid
ered by the Court that said George do recover against said
Trinners Fifteen pounds two shillings & two pence of Law
ful money Debt & Costs of Suit taxed at £ 1. 10. 0 & thereof
Ex^{ca} p^{er} Mar 14. 1787

Cotton
vs
Danielson
No 40

Joseph Cotton of Weymouth in this County Pl^{ff} Plaintiff
Danielson of Springfield in this County Defendant in a Plea of the Case
for that said Luther & Timothy a b^{rs} of Weymouth on the 4th day of November
Anno Dom 1763. by their Note for Value recd promised said
Joseph to pay him Eighty eight pounds seven shillings & five pence
lawful Silver Money to be paid in one Year from the Date
with Interest yet said Luther & Timothy nor either of them tho
requested have ever paid the same but neglect it to the Da
mage of said Joseph Forty pounds The Pl^{ff} appears at the
Def^{ts} the three Times publicly called to come into Court make De
fault of appearance here — Whereupon it is considered by the
Court that said Joseph do recover against said Luther & Timothy
Thirty nine pounds six shillings Damages & Costs of Suit
taxed at £ 16.3 & thereof — Ex^{ca} p^{er} Mar 14. 1787

in which week of Ludlow in this County Appear on Petition Samuel L. Lumsden
State of Ware in this County Appear on Petition a Plea of the said Samuel L. Lumsden
for that whereas one Reuben Fletcher at Rutland on the 28th day of February
anno Domini 1785 by his Note for Value recd promised to Samuel L. Lumsden
to pay him or his Order sixteen pounds ten shillings in September
from the date with Interest - And said Samuel L. Lumsden at Ludlow on the
10th day of August Instant by his Indorsement thereon ordered the
bearer to pay him due and unpaid to be paid to the P. Lumsden for Value
recd & s^d Lumsden says that on the 13th day of August Instant he presented
the s^d Note to s^d Reuben & requested him to pay s^d Lumsden yet s^d
Reuben did not pay the same but then s^d Lumsden did utterly
refuse to pay the same whom s^d Lumsden then the same day
had noted, and thereby became chargeable & promised
said Lumsden to pay him accordingly - Yet said Samuel L. Lumsden the
requested hath never paid the same but neglects as to the
Damage of said Lumsden Twenty pounds - The W^{ch}
appears and the Def^t the three Times publicly called to come
into Court make Default & appearance due.

Samuel L.
Lumsden
N^o 41

Whereupon it is considered by the Court that s^d Lumsden do recover
against said Samuel L. Lumsden Eighteen pounds nine shillings
and six pence Damages & Costs of Suit taxed at £ 1. 7. 4
and then of s^d Lumsden 12. 1787

Mary Lumsden of Middlebury in the County of Windsor &
Note of Correction Widow P^l vs. Samuel Nichols of Brainerd
Tutal in this County Gent^l Def^t in a Plea of Petition
wherein said Mary demands against s^d Samuel two Tracts or
parcels of Land lying in Brainerd Tutal a parcel the first Tract
his North of said Samuel's Dwelling House & joins to his Home Lot
beginning at a Stake & Stones the north East Corner thence running South
eight degrees East twenty two rods to a Stake & Stones standing in the north
line of said Samuel's Home Lot thence West two degrees South fifty
seven rods to the South West Corner thence north nine rods over East
forty two rods to a Stake & Heap of Stones thence a straight line to the
first Corner containing twelve acres The other Tract his joining
to Deacon Isacker Brodus home lot beginning at a Stake & Heap of
Stones standing in west corner land & on the South side of a Cart
path & about eight rods west from the northwest corner of the
above mentioned Tract of twelve acres thence first West three degrees
South twenty eight rods & one half rod to a Stake & Stones thence north
thirty eight degrees West forty eight rods to a Stake & Stones standing in
the East Line of said Deacon's Home Lot thence north sixteen degrees
East to s^d Deacon's North East Corner thence West two rods thence North
twenty two degrees East fifty nine rods to the northeast corner of a
seventeen acre lot belonging to said Samuel which stands in the West
Line of Judah's Hebble's Apple lot thence South four degrees West to
said Hebble's South West Corner thence South twenty two degrees West
thirty one rods to a black oak stake marked thence South fifteen
degrees East seven rods to a Stake & Stones on the north East side of said
East path thence a straight line to the first corner containing fifteen
acres and fifty six rods together with the Buildings thereon & Appur
tenances thereto belonging, whereon the said Mary says that s^d Samuel
paid on the 1st day of May anno Domini 1788 the said Mary & Samuel
Pates being lawfully seized in this Tenure as of the s^d demanded
Samuel by the said Deacon's Purchase of the said land in consideration thereon
then & granted bargained & conveyed to the said Mary the demanded Pre
mise together with about one hundred & twenty two acres of other land
including in the whole what is commonly called & known by the Name
of the Brainerd Tutal to hold the same to her & heirs by Virtue
of which the said Deacon's deed of the same lands are void & of no effect
and the said Deacon to be void of the said Deacon's deed & of no effect
then should pay to said Mary all such sums as should become due
said Mary to the said Samuel the said Deacon by their said
Deed & with the said Deacon's deed & which was made to a large Deed Mary
the payment of eight hundred pounds & half money well & lawfully owned

Lumsden
Nichols
N^o 42

before the fourth day of May being down in seven hundred and eighty and the said Mary says that the said Asa & Samuel or either of them have not paid one penny of the sum due on P Bond and that P Bond is in full Force & that said Mary ought to have P Bond one of the demanded Premises, but that said Samuel hath unjustly entered therein & paid the said Mary & unjustly holds her out to be Damaged One hundred & fifty pounds

The Parties appear agree to a Continuance - and it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Wallis
21
Holtbrook
N^o 43

Thomas Wallis of Holland in the County of Worcester Physician Plaintiff vs Job Holtbrook of Woodstock in the County of Worcester Defendant both of the County of Worcester for that P Job at P Holland on the first day of August Instant was justly indebted to P Thomas in the sum of thirty pounds lawful money for so much money by P Job to P Thomas had & received to the use of the P Thomas & at the special Instance & Request of P Job & being so indebted said Job undertook & promised said Thomas to pay him the same sum on Demand & P said Job the requested hath never paid the same but neglects to do the Damage of P Thomas sixty pounds

The Parties appear agree to a Continuance - and it is considered by the Court that they have Day here in Court until the third Tuesday of May next

Taber
21
Utley & al
N^o 44

Noah Taber of Millbury in the County of Windham & State of Connecticut Plaintiff vs Joel Utley & Joseph Utley both of Worcester in the County of Worcester Defendants both of the County of Worcester for that whereas said Noah at P Worcester on the 19th day of April last 1784 by a certain Indenture made between said Noah & P Joel & Joseph on the other parts which of the parts was of record with the Seal of said Bristol & bearing Date the same Day & Year aforesaid the said Noah brings into Court, based his Title by way in P Worcester to said Joel & Joseph containing about 200 Acres & bounded East on Samuel Hous land South on Silvanus Taber land West on Daniel Abysal Newell land & North on land of Stephen Wood & others to hold for the Term of three Years from the first day of April aforesaid together with the Buildings & other Advantages thereto belonging for the Rent of Twenty pounds lawful money yearly & every Year during P Term to be paid to P Noah by with Twenty pounds to be paid when P Utley, both P Joel & P Joseph twenty pounds in April following & so on till Sixty pounds are paid each payment after the first to be made in April annually by force whereof the said Joel & Joseph entered into & have been in Possession of P Farm ever since April first above mentioned & yet P Joel & Joseph the other requested have not paid Twenty pounds of said yearly rent due in Error to the said Noah for one Year & to have been paid in April last past but neglects to do the Damage of said Noah Forty pounds

The PPs appear and the Defts the three Times publicly called to come into Court make Default of Appearance here - Wherefore it is considered by the Court that said Noah do recover against P Joel & Joseph Twenty one pounds & one shilling of lawful money & his Expenses Costs of which he is a L^o 19th 10th & the other of the Ex^o of P Mar^o 1787

Levett
21
Browne
N^o 45

Mary Levett of Middletown in the County of Middlesex & State of Connecticut Widow Plaintiff vs Jonathan Brown of Brimfield in the County of Kent^o Defendant both of the County of Kent^o for that said Mary demands against P Jonathan a certain Tract or parcel of Land lying in Brimfield aforesaid being that Tract whereon the said Jonathan now lives which was the Property of and belonged to the said James Bridgman late of P Brimfield deceased lying in Brimfield aforesaid supposed to contain One hundred and forty nine Acres one part of P Tract lying on the West Side of the Road containing about one hundred & forty Acres & bounded East on P High Way South on P Browne & Samuel Nichols Land West on

said Michael & Thomas Lands south on Land belonging to the Rev^d Mr
unlike Williams & Judah Stebbins, the other part of said Lands being
on the East Side of said High Way is bounded West on 3^d High Way
North on a Road back on Thomas Stebbins Land South on Joseph
Morgan Land containing a brick mine Area together with the
Buildings thereon & appurtenances thereto belonging whereas the
many says that at 3^d Brimfield on the fourth day of May Anno
Domini 1778 One Asa Bates & Samuel Bates being lawfully seized in
the Demesne as of Fee of the said demanded Premises by their Deeds & Bar
gain & Sale of that Date for the Consideration therein mentioned granted bar
gained & conveyed to the said Mary the demanded Premises to hold to the
same to her & her Heirs by Virtue of which she became seized of the same
Lands on Condition however & the said Deed to be void if the 3^d Asa & Samuel
or either of them should pay to the said Mary all debts due & should be
come due & payable to Mary from 3^d Asa & Samuel by their Bond of
even Date with the Deed aforesaid & which was made to secure to the
said Mary the payment of Eight hundred pounds with Interest
on or before the 1st day of May Anno Dom. 1780 & said Mary says
said Asa & Samuel her either of them have not paid one penny of
the sum due on said Bond & that said Deed is in full Force and
that Mary ought to have Possession of the demanded Premises but
that said Jonathan hath unjustly entered thereinto & quieted the said
Mary & unjustly holds her out of 3^d Asa & Samuel excepting twenty seven
Airs & fifty six rods more in Possession of one Samuel Phelps
to the Damage of Mary Four hundred pounds

The Parties appear and agree to a Continuance & it is
considered by the Court that they have Day here in Court
until the third Tuesday of May next

Thomas Bliff of Brimfield in this County Yeoman. v. Joseph
Thompson late of Partridge field in the County of Berkshire Esq^r Deft
in action of Trespass on the Case for that said Joseph at 3^d Brimfield on Thompson
on the first day of May last past was justly indebted to said Thomas in
the sum of six pounds twelve shillings & eight pence according to the
Account he has annexed to the said Josephs undertaking & promised to
pay said sum accordingly on Demand & that said Josephs the
requested hath never paid the same but neglected it to the Damage of
said Thomas Ten pounds - The Plf appears & the Deft the three Times
publicly called to come into Court make Default of appearance
here - Whereupon it is considered by the Court that said Thomas do re
over against said Joseph Six pounds twelve shillings & eight pence
of legal & money Damages & Costs of which taxed at 1st 14th & 1st 14th & 1st 14th
Ex^{ist} Mar 14. 1787

Bliff v
Thompson
at 46

Thomas Bliff of Brimfield in this County Yeoman v. Benjamin
Thompson late of Partridge field in the County of Berkshire Esq^r Deft
Plf of the Case for that said Joseph / & one Benjamin Bond five
pounds) whom 3^d Josephs hath survived / at 3^d Brimfield on the 7th
day of April Anno Dom. 1773. by their Note for Value rec^d promised
said Thomas to pay him or Order Twenty one pounds in six months
from the Date with Interest after 3 months from the Date of 3^d Note
Yet said Josephs & Benjamin never either of them the requested have
ever paid the same but neglected it to the Damage of 3^d Thomas Forty
pounds - The Plf appears & the said Josephs the three Times
publicly called to come into Court make Default of appearance
here - Whereupon it is considered by the Court that said Thomas do re
over against said Josephs Thirty four pounds seven shillings & 9^d
Damages & Costs of which taxed at 1st 14th & 1st 14th & 1st 14th

Bliff v
Thompson
at 47

Strong Egn
Heldor
No 48

Calab' Strong of Northampton in this County Esq. v. Elihu Sheldon of
Barnardston in this County a person otherwise called Gentleman Deft
in a Plea of Trespass for the Case for that s^d Elihu at Northampton aforesaid on
the first day of October Anno Domini 1784 by his Note for Value received promised
said Calab' to pay him or Order Nine pounds lawful Money on Demand
with Interest &c. Also for that said Elihu at Northampton on the same
first day of October by his other promissory Note for Value received promised
One Simon Strong to pay him or Order Nine pounds lawful money on
Demand with Interest, &c. & Simon aforesaid on the same Day at
Northampton aforesaid by his Indorsement on s^d Note received the Contents
thereof then due to be paid to the Plff. of all which said Elihu there after
wards the same Day had Notice & became chargeable to pay the same to the
Plff. accordingly on Demand & no Consideration thereof promised the
Plff. to pay him the same accordingly. Yet said Elihu the requested
hath not paid either the sum aforesaid but neglected to the Damage
of said Calab' Twenty five pounds. The Plff. appears & the Deft
the three Times publicly called to come into Court on a s^d Default
of appearance due & Whereupon it is considered by the Court that said
Calab' do recover against said Elihu Twenty pounds thirteen shillings
and two pence Damages & Cost of Suit taxed at £1.0.6 & thereof
Ex^{ra} April 20. 1787

Remington
at
Southworth
No 49

Joshua Remington of Cunnington in this County German Plff. v.
Ezekiel Southworth of the same Cunnington German Deft in a Plea
of Trespass wherein said Joshua complains that s^d Ezekiel at Cunnington
aforesaid on the 20th day of July Anno Domini 1784 with Force & Arms
the Close of him the s^d Joshua in s^d Cunnington called the Lot Number
Thirty four did break enter & thirty white pine Trees of him the
said Joshua growing did cut down take & carry away and other
Wrights to the s^d Joshua s^d Ezekiel then & there did contrary to
Law & against the Peace. Also for that s^d Ezekiel at s^d Cunnington
on the third day of March last with Force & Arms the Close of him
the said Joshua in s^d Cunnington called Lot Number Thirty four
did break enter and fifteen Cart loads of Wood of him the said
Joshua of the Value of twenty shillings in the same Close taking
did take & carry away & to his own proper Use convert & other
Outrages on him the said Joshua then & there did contrary to Law
against our Peace & to the Damage of s^d Joshua Ten pounds.
The Plff. appears and the Deft comes & moves that this Case
may be continued to the next Term & Acid it is considered by the
Court that s^d Parties have Day here in Court until the third Tuesday
day of May next

Mather & al
v
Shimball
No 50

Samuel Mather & Sylvester Mather both of Lyme in the County
of New London & State of Connecticut Merch. v. Daniel Shimball
of Brookfield in the County of Worcester German Deft in a
Plea of Trespass for the Case for that s^d Shimball at Northampton
on the first day of July last being justly indebted
to the Plffs in the sum of Twenty five pounds lawful money
for the like sum then before that Time had & received by said
Shimball for the Plffs & to their Use & this that Shimball's special
Instance Request in Consideration thereof s^d Shimball undertook
& to the Plffs promised to pay them the same sum on Demand
which s^d Shimball the of he requested hath not paid & so sum but neglected
to the Damage of said Samuel & Sylvester Thirty pounds.
The Plffs appear and the Deft the three Times publicly called to come
into Court on a s^d Default of appearance due. Wherefore it is considered
by the Court that s^d Samuel & Sylvester do recover against s^d Shimball
Twenty five pounds lawful money & Cost of Suit taxed at £1.10.0
& thereof
Ex^{ra} March 17. 1787

John Lyman of Northampton in this County Yeoman, Upper Great Phillips
of Chesterfield in this County Yeoman Deft in & Cha of Trespas for the Case
in that whereas I John before this Court holden at Northampton aforesaid
on the last Tuesday of August Anno Domini 1784. recovered against one
Robert Hanchett of said Chesterfield Three pounds one shilling and
six pence Damages & twenty two shillings & ten pence Costs & afterwards
to wit on the twelfth day of May Anno 1785. at Northampton aforesaid
said Jury then & for a long Time after being one of the Justices of the
said Town of Chesterfield, said I John fled out of the Books of the
of the same Court a Writ of Execution on the same Judgment
& directed to the Sheriff of County his Deputy or either of the Justices
of the Town of Chesterfield in County returnable to this Court on
the last Tuesday of August last, and afterwards on the same twelfth
day of May at Northampton aforesaid I John delivered I Writ
of Execution to s^d Jura to be by him duly served executed & returned
into said Court the last Tuesday of August last according to the Precept of
the same Writ & said Jura then & there received the same Writ of
Execution of s^d John & then & there promised s^d John to execute and
make Return of s^d Writ as he doing thereof according to the Precept
thereof Nevertheless s^d Jura not regarding the Duty of his Office did
not make Return of said Writ but has wholly neglected & made
Default of returning said Writ of Execution & of executing or
superseeding the same of his Doing thereof - whereby s^d John has wholly
lost the Profit of said Judgment & said Writ of Execution together
with two former Writs the Costs whereof is four shillings all which
is to the Damage of said John six pounds

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Lyman
Phillips
N^o 51

The Deft appears & the Deft the three Times publicly called to come into
Court make Default of Appearance here whereupon it is consid-
ered by the Court that s^d John do recover against s^d Jura Four
pounds eighteen shillings & seven pence Damages & Costs of which
 taxed at £ 12⁰ & 10⁰ & 10⁰

Burgess Hurd of Chatham in the County of Hartford and
State of Connecticut Mariner Plff^r & Abraham Day & Thomas
White both of South Hadley in this County Gent^l & otherwise called
Yeomen Deft in & Cha of Trespas for that said
Abraham & Thomas at Chatham to wit at Northampton
aforesaid on the tenth day of September Anno Domini 1784 by
their Note for Value rec^d promised s^d Burgess to pay him
sixty busshells of good merchantable Wheat the 15th day of Octo-
ber then next to be delivered at Middle Haddam Landing &
the Plff says that good merchantable Wheat at the Time of Payment
of Note never since hath been of the Value of six shillings
per busshell to wit at Northampton aforesaid & that he has
always been ready to receive said Wheat at s^d Middle
Haddam Landing - Yet s^d Abraham & Thomas neither of
them the requested have ever paid or delivered the same or
any way satisfied him therefore but neglected to the Damage
of said Burgess Ten pounds

Hurd
Day & al
N^o 52

The Deft appears & the Deft the three Times publicly called to come
into Court make Default of Appearance here wherefore it
is considered by the Court that said Burgess do recover
against said Abraham & Thomas six pounds fourteen
shillings & ten pence Damages & Costs of which taxed at
£ 12⁰ & 10⁰ & 10⁰

William Ayson of Brooklyn in the County of the 1st of the City
Plff^r Jonathan Smith of South Hadley alias Grantham in this
County Yeoman Deft in & Cha of Trespas for the Case for that
said Jonathan at Hadley in this County on the twelfth day of
October Anno Domini 1782 by his Note for Value rec^d promised

142
Ayson
Smith

The said William to pay him on Order on Demand Six pounds
five shillings & six pence lawful money with lawful interest &
all paid ~ Yet Jonathan the requested has never paid the
same but neglects it to the Damage of said William Ten
pounds ~ The Plapp are said the Deft the three Times
publicly called to come into Court makes Default of ap-
pearance here ~ Whereupon it is considered by the Court
that s^d William do recover against said Jonathan seven pounds
nineteen shillings & five pence Damages & Costs of which taxed
at £ 2 13. 0 & the up &c

Thy stop
at
Harvey & al
N^o 54

William Thy stop of Brooklyn in the County of Suffolk Esq^r
Plapp Simon Harvey & Oliver Field both of Deerfield in this
County Plaintiffs otherwise called Gentlemen Deft in a Plea
of Trespass on the Case for that s^d Simon & Oliver at Deerfield
aforesaid on the 15th day of April Anno Dom 1785 by their
Note for Value and promised s^d William to pay him on
Order Forty nine pounds nine shillings & eight pence in
one month from the Date with Interest ~ Yet Simon
& Oliver the requested nor either of them have ever paid the
contents of said Note but neglect it to the Damage of said
William Sixty pounds ~ The Parties appear and agree
to a Continuance to the next Term & that Judgment be there
final ~ And it is considered by the Court that s^d Parties
have Day here in Court untill the third Tuesday of May
next

Thy stop &
at
Field & al
N^o 55

William Thy stop of Brooklyn our County of Suffolk Esq^r Plapp
M. Oliver Field Plaintiff & Samuel Field Esq^r both of Deerfield
in this County Deft in a Plea of Trespass on the Case for that
s^d Oliver & Samuel at Deerfield aforesaid on the 15th day of
April Anno Dom 1785 by their Note for Value and promi-
sed said William to pay him on Order Twenty nine pounds
eight shillings lawful money in one Year from the Date of
s^d Note with Interest of s^d Oliver & Samuel or either of them
the other requested have never paid the same but neglect
it to the Damage of said William Forty pounds ~ The
Parties appear and agree to a Continuance to the next Term
and that Judgment be there final ~ And it is considered
by the Court that s^d Parties have Day here in Court untill
the third Tuesday of May next

Thy stop &
at
Smith
N^o 56

William Thy stop of Brooklyn in the County of Suffolk Esq^r Plapp
Jonathan Smith the late of South Hadley in this County Plaintiff
otherwise called Plaintiff Deft in a Plea of Covenant broken for that whereas
on the 19th day of June Anno Dom 1783 at Northampton aforesaid
the said Jonathan by his certain Writing sealed with the Seal of the s^d
Jonathan bearing Date to the same Day & Year reciting that on the third
day of October Anno Dom 1782 the s^d Jonathan made & delivered to
s^d William a Mortgage And of three Lots of Land in South Hadley
in the s^d County of Hampshire with a proviso to be void on the payment
of One hundred & fifty seven pounds lawful money by the third Day of
October in the Year of our Lord One thousand seven hundred & eighty
three with the lawful Interest according to the conditions of his the said
Jonathan Bond to the said William of the same Date the s^d Jonathan
thence there by the Deed first aforesaid did covenant promise &
engage the said William that he the s^d Jonathan would yearly & every Year
untill the said third day of October Anno Dom 1783 pay to him the said
William the lawful Interest of the s^d Sum of One hundred & fifty seven

pounds to wit on the third day of October in the then present year each of the five following years, and the Plaintiff that the sum of six pounds eighteen shillings was due to him for the Interest of the said sum of One hundred & fifteen pounds on the said third day of October next after the Nineteenth Day of June & that the like sum of six pounds eighteen shillings was due to him on the third Day of October next of the two next succeeding years for Interest as aforesaid - Yet said Defendant the requested hath not paid either the sum aforesaid to the Plaintiff or any part thereof but neglects it & hath not kept his Covenant with the Plaintiff but hath broken the same to the Damage of the Plaintiff Forty pounds. The Plaintiff appears and the Defendant the three times publicly called to come into Court make Default of Appearance here - Wherefore it is considered by the Court that said William do recover against said Defendant

and Costs of Suit taxed at £ 2. 12. 0

William Hylop of Brooklyn in the County of Suffolk Esq^r Plaintiff vs Eli Smith late of South Hadley or Grandson in this County Esq^r Defendant in a Plea of Trespass on the Case for that said Eli at South Hadley aforesaid on the 23rd day of May Anno Domini 1780 by his Note for and in Consideration of a Loan made & given by one Noah Goodman Esq^r of a Farm belonging to said William promised said William to pay him Forty pounds two shillings equal to Six and two shillings per bushell, by the first day of April Anno Domini 1781. with Interest prior the Time of payment - Yet said Eli the requested hath not paid the same but neglects it to the Damage of said William One pound. The Plaintiff appears and the Defendant the three times publicly called to come into Court make Default of Appearance here - Whereupon it is considered by the Court that said William do recover against said Eli Six pounds two shillings of Lawful money Damages & Costs of Suit taxed at £ 2. 12. 0 & thereupon

Hylop Esq^r
vs
Eli Smith
N^o 57.

Noah Goodman of South Hadley in this County Esq^r Plaintiff vs Abner Rockwell of Cottraine in this County Defendant in a Plea of Trespass on the Case for that said Abner aforesaid on the 15th day of June last by his Note for Value received promised said Noah to pay him or Order the sum of fifty six pounds six shillings in good merchantable salt or Potash on Demand with Interest till paid - Yet said Abner he has been always to receive said Salt or Potash - Yet said Abner the requested hath not paid by on the 12th day of September last, hath not paid the Contents of said Note but neglects it to the Damage of said Noah Eighty pounds. The Plaintiff appears & the Defendant the three times publicly called to come into Court make Default of Appearance here - Wherefore it is considered by the Court that said Noah do recover against said Abner thirty nine pounds five shillings of Lawful money Damages & Costs of Suit taxed at £ 1. 10. 0 & thereupon
Ex^{pt} Mar 12. 1787

Goodman
vs
Rockwell
N^o 58.

Colman
Phillips
N^o 59

Nathaniel Colman of Chesterfield in this County Upon an Affidavit
as Ezra Phillips of the same Chesterfield Upon an Affidavit a Plea of
Dispar on the Case for that s^d Nathaniel on the third Day of Dec^r
ember Anno Domini 1781 at Chesterfield afores^d had sold & conveyed to the
s^d Ezra by his Deed Poll a piece of Land lying in Chesterfield afores^d in
that parish s^d Chesterfield called Colmans Grant in the South Eastern
Corner of said Grant containing about forty seven Acres and on the same
third Day of December above said at Chesterfield afores^d the s^d Ezra by his
Note or Memorandum in Writing under his hand of that Date acknowledged
that he the s^d Nathaniel for Value which he s^d Ezra had received of the said
Nathaniel had a just Right to take & make use of all the Pine Timber
that was in the Limits of the Land contained in a Deed which he the
s^d Ezra had rec^d of him the s^d Nathaniel Dated December 3^d 1781. meaning
the Deed of the Land a Government one & excepting Timber for two thousand
of Course nine Boards which was to be marked off to him the s^d Ezra
by two indifferent Men & the said Nathaniel was to have One half of
the Oak Timber growing on the afores^d Land together with the same
that he s^d Nathaniel made of One green Oak Tree & the dry Oak one
half of the Hemlock on a bush the other on the South side of the afores^d
Land & said Ezra by the same Note or Memorandum above said
acknowledged that the afores^d Nathaniel had a Right to take & make use
of all the Timber above described as he the s^d Nathaniel should see fit and
that he the s^d Ezra had no Right to take & make use of or destroy any of the
afores^d Timber & if the afores^d Nathaniel should neglect to take off the
Timber that should lie on any of the Improvements on the afores^d Land
after due Notice given & sufficient Opportunity to do the same then he the
said Nathaniel was to make good all Damages that should thereby come
to the s^d Ezra or for the Timber afores^d & And the s^d Nathaniel avers
that the s^d Ezra since the 3^d day of December above said hath conveyed
away the Land afores^d by his Deed of Bargain & Sale & hath sold and
disposed of all the Timber on the same Land above said & by the same
Conveyance & Sale of the Land afores^d & Timber afores^d he the said
Ezra hath wholly deprived the said Nathaniel of the Benefit of the Timber
afores^d & also for that said Ezra a Chesterfield afores^d on the Day of
the Inclosure of this Writ in Consideration that the s^d Nathaniel at the
said Instance & Request of s^d Ezra had then before that Time sold &
delivered to the s^d Ezra two fat Oxen & secured on himself & to s^d Nathaniel
that then promised to pay him so much money as they were worth
and the said s^d Ezra were then worth Eighteen pounds
as s^d Ezra the request has never performed either his Promise afores^d
but neglects it to the Damage of said Nathaniel Seventy five pounds
The Parties appear & agree to a Continuance And it is con
sidered by the Court that said Parties have Day here in Court
on all the third Tuesday of May next.

Shepard
Clark
N^o 60

Levi Shepard of Northampton in this County Just^{ice} of the Peace
William Clark of Windsor in the County of Berkshire Esq^r Just^{ice}
in a Plea of Dispar on the Case for that s^d William at Windsor
New & Northampton on the 12th day of December last by his
Note for Value rec^d promised s^d Levi to pay him on Order Eight
pounds nineteen Shillings & six pence worth in New Battle
delivered at s^d Shepards Reselling Store in Northampton on or
before the 15th day of May then next to be & raised by ind^{ist}
affidavit in Case said Shepard & s^d William could not
agree & yet s^d William the requested hath not paid the Court
of said Note but neglects it to the Damage of said Levi Eighteen
pounds The Plea appears & the Court the three Times public
ly called to come into Court makes Default of Appearance but
whereas it is considered by the Court that said Levi do recover
against s^d William Nine pounds eight Shillings & 6^d Damages
and Costs of Suit taxed at £1. 6. 10 & thereof

Lennet Barrister of Goshen in this County Gent^l P^{er} Edward
 Brown of Whately in this County Groomer Deft in a Plea of
 Trespas on the Case for that s^d Edward at Northampton afores^d
 on the tenth day of March last by his Note for Value rec^d promi-
 sed said Lennet to pay him five pounds eleven shillings with
 Interest Yet s^d Edward the requested hath never paid the same
 but neglects it to the Damage of said Lennet Eight pounds
 The Plea appears & the Deft the three Times publicly called to
 come into Court makes Default of Appearance here
 Whereupon it is considered by the Court that s^d Lennet
 do recover against s^d Edward Four pounds eighteen
 shillings & seven pence Damages & Costs of Suit taxed at
 £ 10 0 0 & thereof &c Ex^{te} June 18. 1787

193
 Barrister
 Brown
 No 61.

Solomon Alden of Northampton in this County Gent^l P^{er}
 Deborah Narramore of Goshen in this County Wid^{ow} Deft
 in a Plea of Trespas on the Case for that s^d Deborah on the
 thirtieth day of October last at Northampton was justly in-
 debted to the s^d Solomon in the sum of five pounds one shil-
 ling & three pence for divers Goods &c sold her by s^d Solomon
 and in Consideration thereof said Deborah promised
 said Solomon to pay him the former sum on Demand
 Yet s^d Deborah the requested hath never paid the same but
 neglects it to the Damage of s^d Solomon Ten pounds
 The Plea appears & the Deft the three Times publicly
 called to come into Court makes Default of Appearance
 here Whereupon it is considered by the Court that said
 Solomon do recover against s^d Deborah Five pounds
 one shilling & three pence Damages & Costs of Suit tax-
 ed at £ 10 0 0 & thereof &c

Alden
 Narramore
 No 62.

Jeremiah Whitaker late of Rutland in the County of North-
 ampton P^{er} vs. Thomas M^{rs} Intue late of Fairfields alias Cunnington
 alias Mumber Sever alias Half field Equivalents Groomer Deft in a
 Plea of Trespas on the Case for that s^d Thomas afores^d on the
 sixteenth day of March Anno Dom^o 1784 by his Note for Value rec^d promised
 said Jeremiah to pay him or
 Order Twenty five pounds four shillings & eleven pence the said Money
 on Demand with Interest Yet said Thomas the requested has never
 paid the same but neglects it to the Damage of said Jeremiah
 five pounds The Plea appears and the Deft the three Times publicly
 called to come into Court makes Default of Appearance here
 The Plea moves that this Case may be continued for Judgment to the
 next Term And it is considered by the Court that s^d Parties have
 Day here in Court until the third Tuesday of May next

Whitaker
 M^{rs} Intue
 No 63.

Josiah Dwight of Williamsburgh in this County Gent^l P^{er} vs.
 Hannah Alden of Fairfields in this County Groomer Deft in a Plea
 of Trespas on the Case for that s^d Alden at Williamsburgh afores^d on the
 first day of August Anno Dom^o 1786 by his Note for Value rec^d promised
 said Josiah to pay him Nine pounds ten shillings on Demand
 with Interest till paid Yet s^d Hannah the requested has never paid
 the same but neglects it to the Damage of said Josiah seven pounds
 The Plea appears & the Deft the three Times publicly called to come into
 Court makes Default of Appearance here Whereupon it is considered by
 the Court that said Josiah do recover against said Hannah Fourteen
 pounds ten shillings & four pence Damages & Costs of Suit taxed at
 £ 12 0 0 & thereof &c Ex^{te} Mar 10 1787

Dwight
 Alden
 No 64.

Shigobotham
 65
 No 65

Miss Shigobotham of the County of Durham
 is late the husband Thomas M. Esq. Esq. of Whitfield in the County
 of Durham. Deceased. His last will and testament in that where the said Esq.
 of Whitfield deceased on the 26th day of April Anno Dom. 1784 by his will
 of that Date for Value received, provided the same should be paid to him or
 his Order sixty pounds lawful silver money at or before the first day
 of September then next with the interest till paid. And after the said Esq.
 on the 19th day of October following said James by his Indorsement on
 said Note order'd the same to be paid to the Esq. whereupon I Esq.
 became chargeable in consideration thereof provided to pay to the
 the same according to the Tenor of the said Note. Yet Esq. the requested has
 never paid the same but neglects it to the Damage of said Miles Ninety
 pounds. The Plaintiff appears and moves for a Continuance and
 is considered by the Court that said Parties have Day here in Court
 until the third Tuesday of May next.

Cookley & Co
 Dickinson
 No 66

Daniel Cookley of Amherst in this County Gent. & Mary his Wife who
 is administratrix on the Estate of Joseph Dickinson Esq. late of said
 Amherst deceased in testate Esq. is. Aaron Dickinson of Amherst aforesaid
 Esq. Deceased in a Part of the Case for that whereas the said Joseph in his life
 time on the 19th day of September Anno Dom. 1778 had sold & delivered
 to said Aaron a Barrell Request Eight hundred fifty seven Gallons & one
 quart of Rum. three Hogshes & seventeen Barrells containing the same
 two hundred two quarters & twelve pounds of Sugar. seventeen bushels
 of salt and thirty eight yards of Flax. he the said Aaron in Consideration
 thereof promised the said Joseph then living to pay him so much money
 as the same Goods were reasonably worth on Demand; & said Daniel
 and Mary say that the same were reasonably worth four hundred
 & forty two pounds & sixteen shillings in lawful silver money
 also for that said Aaron then on the same Day & Year was indebted
 to said Joseph then living in the sum of Four hundred & forty two
 pounds & sixteen shillings for so much money by the said Aaron of said
 Joseph to the said Joseph. And then before that Time had received & thus and
 then in Consideration thereof provided the said Joseph to pay him the same
 on Demand. & also for that the said Aaron & said Daniel on the same
 Day & Year was indebted to the said Joseph then living in the sum of Forty
 four pounds & two shillings in lawful money for so much money
 by the said Joseph for the said Aaron & said Aaron Requested that before that Time
 paid out & expended and then & then in Consideration thereof
 provided the said Joseph to pay him the same then on Demand. Yet
 Aaron the requested never paid the same to the said Joseph in his Life time
 or said Mary or said Daniel & Mary since said Joseph's Death but
 neglects it to the Damage of said Daniel & Mary seven hundred pounds.
 The Plaintiff appears & moves for a Continuance. And it is considered by the
 Court that said Parties have Day here in Court until the third Tues-
 day of May next.

Amherst
 Warner
 No 67

The Inhabitants of the Town of Amherst in this County. Esq. of the
 Jacob Warner of Amherst aforesaid Esq. Deceased in a Part of the
 Case for that the said Jacob & Amherst on the 23rd day of June Anno Dom.
 1777 by his will for Value received provided the said Inhabitants to pay them
 two pounds seven shillings & ten pence on Demand with the interest
 till paid. Yet said Jacob the requested has never paid the
 same but neglects it to the Damage of said Inhabitants Nine
 pounds. The Plaintiff appears and said Jacob the requested
 hath been called to come into Court makes Default & appearance
 here. Whereupon it is considered by the Court that the said Inhabitants
 of Amherst do move against said Jacob Four pounds four shillings
 Damages & Costs of Suit taxed at £1.5s. & the cost of
 the said Aug 12. 1787.

Seth Coleman of Amherst in the County of Hampshire Treasurer of the said Town of Amherst vs. John Deffenbach of the same County Defendant. In a Plea of the Case for that John Deffenbach on the 28th day of December in the year of our Lord 1785 by his Note for Value received promised said Seth to pay him seven pounds six shillings and one penny lawful money on Demand with Interest after which Deffenbach the requested has never paid the same but neglects it to the Damage of said Seth thirteen pounds. The Plaintiff appears and the Defendant the three Times publicly called to come into Court makes Default of appearance here. Whereupon it is considered by the Court that said Seth do recover against said Deffenbach seven pounds six shillings and one penny Damages & Costs of suit taxed at £1.5.7 & thereof &c
Ex^{pt} Aug 12. 1787

194
Coleman
Deffenbach
N^o 68.

Seth Coleman of Amherst in the County of Hampshire Treasurer of the said Town of Amherst vs. Joseph Brooke of the same County Defendant. In a Plea of the Case for that Joseph Brooke on the 7th day of March Anno Domini 1783 by his Note for Value received promised the Treasurer of said Town to pay him nine pounds six shillings one penny one farthing on Demand with Interest after which Brooke the requested has never paid the same but neglects it to the Damage of said Seth eight pounds. The Plaintiff appears and the Defendant the three Times publicly called to come into Court makes Default of appearance here. Whereupon it is considered by the Court that said Seth do recover against said Brooke nine pounds six shillings one penny Damages & Costs of suit taxed at £1.5.7 & thereof &c
Ex^{pt} Aug 12. 1787

Coleman
Brooke
N^o 69

Seth Coleman of Amherst in the County of Hampshire Treasurer of the said Town of Amherst vs. Jonathan Field of the same County Defendant. In a Plea of the Case for that Jonathan Field on the 26th day of January Anno Domini 1782 by his Note for Value received promised the Treasurer of said Amherst to pay him four pounds lawful money within one month with Interest. After which Jonathan the requested has never paid the same but neglects it to the Damage of said Seth eight pounds. The Plaintiff appears and the Defendant the three Times publicly called to come into Court makes Default of appearance here. Whereupon it is considered by the Court that said Seth do recover against said Jonathan five pounds four shillings & one penny Damages & Costs of suit taxed at £1.5.7 & thereof &c
Ex^{pt} Aug 12th 1787

Coleman
Field
N^o 70

Simon Strong Esq^r & David Parsons Esq^r Executors of the last Will & Testament of David Parsons late of Amherst in the County of Hampshire vs. Nathaniel Gerrison of Barre in the County of Worcester Plaintiff. In a Plea of the Case for that said Nathaniel at said Amherst on the fifteenth day of September Anno Domini 1780 by his Note for Value received promised said David the Testator that during the term of five years he should deliver to said David the Testator thirty six pounds of Wool in his own or his Dwelling House in said Amherst at the End of every Year from & Date fifty three Shew Sheep in good Condition worth fifty shillings each & to deliver to said David the Testator fifty three pounds of Wool worth thirty shillings by the pound annually during said term of five years. After which Nathaniel the requested has never performed his said Promise but neglects it to the Damage of the Executors of said David the Testator. The Plaintiff appears and the Defendant the three Times publicly called to come into Court makes Default of appearance here. Whereupon it is considered by the Court that said Simon & David do recover against said Nathaniel thirty six pounds nine shillings and six pence Damages & Costs of suit taxed at £1.5.7 & thereof &c
Ex^{pt} Mar 15. 1787

Parsons Ex^{rs}
Gerrison
N^o 71

Joseph Leonard of West Springfield in the County of Hampshire Plaintiff vs. Timothy Burbank of the same County Defendant. In a Plea of the Case for that Timothy Burbank on the 1st of March Anno Domini 1786 by his Note for Value received promised said Joseph to pay him an Order for twenty two pounds thirteen shillings and two pence on Demand with Interest. After which Burbank the requested has never paid the same but neglects it to the Damage of said Joseph. The Plaintiff appears and the Defendant the three Times publicly called to come into Court makes Default of appearance here. Whereupon it is considered by the Court that said Joseph do recover against said Timothy twenty two pounds thirteen shillings and two pence Damages & Costs of suit taxed at £1.5.7 & thereof &c
Ex^{pt} Mar 15. 1787

Leonard
Burbank
N^o 72

the requestid has never paid the same but neglects it to the
 Damage of said Graphs Fifty pounds. The Plff ap-
 pears and the Defth the three Times publicly called to come into
 Court makes Default of appearance here. Whereupon it is
 considered by the Court that said Graphs do recover against
 said Timothy Forty five pounds fourteen shillings Damage
 and Costs of Suit taxed at £ 13. 8 & thereof
 Ex^{ca} of March 13. 1787

Day
 of
 Fowler
 No 73.

Buyamin Day of West Springfield in this County Esq^r
 Plff is David Fowler Jun^r of Southwick in this County
 Grooman Defth is a Plea of the Case for that s^d David at
 said West Springfield on the 18th day of April Anno Dom.
 1785 by his Note for Value rec^d promised the Plff to pay
 him or Order Fourteen pounds eighteen shillings lawful
 Money on Demand with Interest. Yet said David the
 requestid has never paid the same but neglects it to the
 Damage of said Buyamin Eighteen pounds. The
 Plff appears & the Defth the three Times publicly called to
 come into Court makes Default of appearance here.
 Whereupon it is considered by the Court that said Buyamin
 do recover against said David Sixteen pounds twelve shil-
 lings & two pence Damage & Costs of Suit taxed at
 £ 11. 10 & thereof
 Ex^{ca} of Mar 13. 1787

Ashby
 is
 Todd
 No 74.

Simon Ashby of Springfield in this County Trader Plff
 or John Todd of Lyden in this County Grooman Defth
 in a Plea of the Case for that s^d John at Springfield
 on the first day of May 1782 by his Note for Value rec^d
 promised s^d Simon to pay him or Order Five pounds
 two shillings lawful silver money on Demand without
 credit. Yet s^d John the requestid has never paid the
 same but neglects it to the Damage of s^d Simon
 twelve pounds. The Plff appears and the Defth the
 three Times publicly called to come into Court makes
 Default of appearance here. Whereupon it is consid-
 ered by the Court that s^d Simon do recover against s^d
 John Six pounds eleven shillings & six pence Damage
 and Costs of Suit taxed at £ 13. 2 & thereof
 Ex^{ca} of May 19. 1787

Nixon
 is
 Howe
 No 75.

James Nixon of Greenwich in this County Gent^l Plff is Silvanus Howe
 of the same Greenwich the Grooman Defth in a Plea that said Silvanus was
 due to said James Two hundred pounds which to him he owes & from
 him unjustly detains & whereupon he says that at s^d Northampton on
 the fourth day of April Anno Domini 1777 said Silvanus by his Bond
 of that Date under his hand & seal in Court to be produced bound and
 obliged himself unto the said James Nixon in the Sum of One hundred
 pounds lawful money to be paid him on Demand. And also that at said
 Northampton on the same fourth day of April said Silvanus by his other
 Bond of that Date under his hand & seal in Court produced bound and
 obliged himself to said James Nixon in the Sum of One hundred pounds
 lawful money to be paid him on Demand. Yet s^d Silvanus the other
 requestid hath never paid said Bonds or either of them but neglects
 to do so to the Damage of said James Two hundred pounds.

The Deft appears by Caleb Strong Esq. his Att. and the Deft by Simon Strong Esq. his Att. comes & consents the Impeture of the Bonds declared on & pray to be heard in Chancery. The said Parties having been fully heard touching the Petitions by their respective Council, it is thereupon considered by the Court that said James do recover against said Silvanus One hundred and twelve pounds fifteen shillings & six pence Debt being the sum due on said Bonds in Equity & also Costs of Suit taxed at £41 2s 2d. Whereupon said Silvanus by his Att. aforesaid appeals from the Judgments of this Court to the Supreme Judicial Court to be holden at Northampton in and for the County of Hampshire on the last Tuesday of April next & he recognises with Sureties as the Law directs for said Silvanus, proving in his said Appeal with the Effect as by said Recognizance on File does appear.

Sheweth shew Samuel Leonard that a Justice Court holden before Leonard Comp William Dymond Esq. One of the Justices of the Peace for said County, at his Dwelling House in Springfield on Monday the 4th day of September last he showed Judgment against Abner Hawker of Southwick in said County for Twenty shillings & nine pence lawful money Damages & six pence shillings & ten pence Costs of Suit from which said Judgment said Abner appealed to this Court and recognised as the Law directs to prosecute his said Appeal but hath failed so to do. Whereupon he prays Affirmation of the said Judgment with additional Damages & Costs &c. Whereupon it is considered by the Court that said Abner do recover against said Abner One pound one shilling & six pence Damages & Costs of Suit taxed at £2 8s 4d & thereupon

David Wilcox of Suffield in the County of Hartford &c. State of Conn. Wilcox
nephew Physician &c. as James Campbell of Southwick in this
County Deft in a Plea of the Case for that s^d James at Southwick Campbell
aforesaid on the 12th day of July last by his Note for Value recd.
promised said David to pay him Five pounds & sixteen shillings
lawful money on Demand with Interest -
But s^d James who requested has never paid the same but neglects
it to the Damage of s^d David seven pounds - The Plea having
decided since the Commencement of this Suit this Case is con-
tinued to the next Term that the Administrator may have Op-
portunity to come in & prosecute the same

David Wilcox of Suffield in the County of Hartford &c. State of Conn. Wilcox
Counsellor Physician &c. as Tristram Story of Southwick in
this County Deft in a Plea of the Case for that s^d Tristram
aforesaid on the 12th day of September last Dec. 1782 by his
Note for Value recd. promised s^d David to pay him Four
pounds & sixteen shillings & one penny lawful money on De-
mand with Interest - But said Tristram who requested has
never paid the same but neglects it to the Damage of said David
six pounds - The Plea having decided since the Commence-
ment of this Suit, this Case is continued to the next Term
that the Administrator may have Opportunity to come in &
prosecute the same

David Wilcox of Suffield in the County of Hartford &c. State of Conn. Wilcox
Counsellor Physician &c. as Asahel Hunt of W. Springfield
in this County Deft in a Plea of the Case for that s^d Asahel
aforesaid on the 12th day of September last Dec. 1782 by his
Note for Value recd. promised s^d David to pay him Four pounds
lawful money on Demand with Interest - But said Asahel who
requested has never paid the same but neglects it to the Damage of said David
six pounds - The Plea having decided since the Commence-
ment of this Suit, this Case is continued to the next Term
that the Administrator may have Opportunity to come in &
prosecute the same

requested, has never paid the same but neglects it to the Damage of said David Eight pounds - The Pl^t having deceased since the Commencement of this Suit, this Case is continued to the next Term that the Administrator may have Opportunity to come in & prosecute the same

Wilcox
vs
Stockwell
No 80

David Wilcox of Suffield in the County of Hartford & State of Connecticut Physician Pl^t vs Samuel Stockwell of West Springfield in the County of D^{ch} in a Plea of the Case for that said Samuel at West Springfield aforesaid on the third Day of May An^d D^{or} 1784 by his Note for Value rec^d promised said David to pay him seven pounds seven shillings & 10th part of a penny on Demand with Interest - Yet said Samuel the of the request has never paid the same but neglects it to the Damage of said David Nine pounds - The Pl^t having deceased since the Commencement of this Suit this Case is by Order of Court continued to the next Term that the Administrator may have Time to come in & prosecute the same

I dem
vs
Gray
No 81

David Wilcox of Suffield in the County of Hartford & State of Connecticut Physician Pl^t vs Col. Henry of Grayville in the County of D^{ch} in a Plea of the Case for that said Col. Henry on the 3^d day of July An^d D^{or} 1783 by his Note for Value rec^d promised said David to pay him seven pounds fifteen shillings & eight pence lawfull money on Demand with Interest - Yet said Col. Henry the requested has never paid the same but neglects it to the Damage of said David Ten pounds - The Pl^t having deceased since the Commencement of this Suit, this Case is continued to the next Term that the Administrator may have Opportunity to come in & prosecute this Suit

I dem
vs
John
No 82

David Wilcox of Suffield in the County of Hartford & State of Connecticut Physician Pl^t vs John Hunt of Southwick in the County of G^{ut} in a Plea of the Case for that P. John at Southwick aforesaid on the 30th day of November An^d D^{or} 1785 by his Note for Value rec^d promised said David to pay him seven pounds fifteen shillings on Demand with Interest - Yet said John the requested has never paid the same but neglects it to the Damage of said David seven pounds - The Pl^t having deceased since the Commencement of this Suit, this Case is continued to the next Term that the Administrator may have Time to come in and prosecute the same

I dem
vs
Stannard
No 83

David Wilcox of Suffield in the County of Hartford & State of Connecticut Physician Pl^t vs Joseph Stannard of West Springfield in the County of D^{ch} in a Plea of the Case for that said Joseph at Springfield in the County on the fourteenth day of October An^d D^{or} 1780 by his Note for Value rec^d promised said David to pay him ten pounds on Demand with Interest - Yet said Joseph the requested has never paid the same but neglects it to the Damage of said David Twelve pounds - The Pl^t having deceased since the Commencement of this Suit, this Case is continued to the next Term that the Administrator may have Opportunity to come in & prosecute the same

David Wilcox of Suffield in the County of Hartford in the State of Connecticut
vs. The said William Lane of Danbury in the County of
Berkshire Deft in a Plea of the Case for that said William at Northampton
on the first day of August Anno Domini 1785 by his Note for Value
received promised said David to pay him seven pounds five shillings
and four pence lawful Money on Demand with Interest. Yet said
William the requested has never paid the same but neglects it to the
Damage of said David nine pence. The Plff having demanded since
the Commencement of this Suit, this Case is continued to the next
Term, that the Administrator may have Opportunity to come in
and prosecute the same

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Wilcox
vs
Lane
No 84

David Wilcox of Suffield in the County of Hartford in the State of Connecticut
vs. Moses Campbell of Berkshire in the County of
Berkshire Deft in a Plea of the Case for that said Moses at Northampton
on the first day of February Anno Domini 1785 by his
Note for Value received promised said David to pay him five pounds
three shillings and three pence lawful Money on Demand with Interest
Yet said Moses the requested has never paid the same but
neglects it to the Damage of said David six pence. The Plff
having demanded since the Commencement of this Suit, this
Case is continued to the next Term that the Administrator
may have Opportunity to come in & prosecute the same

Idem
vs
Campbell
No 85

John Anderson of Deerfield in this County Plaintiff vs. Jonathan
Ashley of Shelburne in this County Defendant in a Plea of
the Case for that said Jonathan at Shelburne on the 14th day of
April last past by his Note for Value received promised said John
to pay him or his Order One hundred fifty four pounds lawful
Silver Money in one month from the Date with Interest. Yet
said Jonathan the requested has never paid the same but neg
lects it to the Damage of said John One hundred & twenty pounds

Anderson
vs
Ashley
No 86

The Parties appears agree to a Continuance and it is considered
by the Court that said Parties have Day here in Court in the
third Tuesday of May next

Arnon Marsh of Deerfield in this County Plaintiff vs. Solomon
Adkins of Whately in this County Defendant in a Plea of the Case
for that said Solomon at said Whately on the fifteenth day of March
last by his Note for Value received promised said Daniel Frothingham to
pay him or Order Six pounds lawful Money on Demand with Interest
Afterwards on the Day aforesaid said Daniel by his Indorsement on
the same Note ordered the Content thereof then due to be paid to Ben Oliver
his Wells - and said Oliver afterwards on the Day aforesaid by his
Indorsement on the same Note ordered the Content thereof still due to
be paid to the Plff - whereof the said Solomon then & there instantly
had Notice, & so became liable & in Consideration thereof promised
the Plff to pay him the same on Demand. Yet said Solomon the re
quested has never paid the same but neglects it to the Damage of
said Arnon Eight pence. The Plff appears and the Deft the three
Times publicly called to come into Court make Defence & yet never
has. Whereupon it is considered by the Court that said Arnon do recover
against said Solomon Five pounds three shillings lawful Money
Damages & Costs of Suit taxed at £1.8.0 & thereof &c

Marsh
vs
Adkins
No 87

Ex^{ra} August 7. 1787

Wells
vs
Martindale
No 88

George Wells of Deerfield in this County Plaintiff vs Ebenezer Martin dale of Greenfield in this County Defendant in a Plea of the Case for that Ebenezer Martin dale at Deerfield on the 20th day of December last by his Note for Value rec^d promised said Wells to pay him or Order Seven pounds two shillings & eight pence lawful Money on Demand with Interest but said Martin dale the requested has never paid the same but neglects it to the Damage of said Wells Twelve pounds. The Pl^{ff} appears & the Def^t the three Times publicly called to come into Court makes Default of Appearance here. Whereupon it is considered by the Court that said Wells do recover against said Martin dale Eight pounds four shillings & six pence lawful Money Damages & Costs of Suit taxed at L^{ts} 11.5 and there of &c
Exp^{ts} of Aug^r 14. 1787

Willard and
vs
Wells
No 89

Reneal Willard Trader & Beriah Willard Trader both of Greenfield in this County Pl^{ffs} vs Samuel Wells of the same Greenfield Gent^l Def^t in a Plea of the Case for that Samuel Wells on the 18th day of March last by his Note for Value rec^d promised said Reneal & Beriah to pay them Fifty pounds lawful silver money in one month from the Date with Interest but said Samuel the requested has never paid the same but neglects it to the Damage of said Reneal & Beriah Sixty pounds. The Parties appear & agree to a Continuance and it is considered by the Court that they have Day here in Court until the third Tuesday of May next.

Willard
vs
Wells
No 90

Reneal Willard of Greenfield in this County Trader Pl^{ff} vs Samuel Wells of Greenfield a person said Gent^l Def^t in a Plea of the Case for that Samuel Wells at Greenfield on the 9th day of June Anno Domini 1785 by his Note for Value rec^d promised Reneal to pay him or Order Fifty pounds lawful Money on Demand with Interest but said Samuel the requested has never paid the same but neglects it to the Damage of Reneal Sixty pounds. The Parties appeared agree to a Continuance and it is considered by the Court that said Parties have Day here in Court until the third Tuesday of May next.

Wells
vs
Whitney
No 91

George Wells of Deerfield in this County Plaintiff vs Jonathan Whitney of Conway in this County Gent^l Def^t in a Plea of the Case for that Jonathan Whitney at Deerfield on the 2^d day of February Anno Domini 1782 by his Note for Value rec^d promised George Wells to pay him or Order Nine pounds in Silver or Gold on Demand with Interest & afterwards on the day of said Augustus by his Indorsement on the Note ordered the Court that there be due to be paid to the Pl^{ff} where of Jonathan Whitney had instant Notice & thereby became liable & in consideration thereof promised the Pl^{ff} to pay him the same sum on Demand but said Jonathan the requested has never paid the same but neglects it to the Damage of said George Fifteen pounds. The Pl^{ff} appears and the Def^t the three Times publicly called to

1000 into Court makes Default of Appearance here - Whereupon it is considered by the Court that said Bengier do recover against said John Harris of lawful money Damages & Costs of Suit taxed at £ 5 & thereupon

197
47

Bengier Wells of Berfeld in this County Yeoman Plaintiff Philip Russell of Sunderland in this County Yeoman Defendant in a Plea of the Case for that said Philip at said Sunderland on the 23rd Day of March last by his Note for Value recd promised said John Harris to pay him on Order Five pounds two shillings & five pence on Demand with Interest & afterwards on the Day & Place aforesaid said John by his Indorsement on said Note ordered the Court that thereof there due to be paid to the Plaintiff whereof said Philip then & there had instant Notice. & so because he has & in Consideration thereof procured the Plaintiff to pay him the same on Demand yet said Philip the requested has never paid the same but neglects it to the Damage of said Bengier Ten pounds - The Plaintiff appears & the Defendant the three Times publicly called to come into Court makes Default of Appearance here - Whereupon it is considered by the Court that said Bengier do recover against said Philip Five pounds eight shillings & eleven pence Damages & Costs of Suit taxed at £ 10.0 and there of x^c -
Exon. ap. Mar. 1. 1788

Wells
vs
Russell
No 92

Justin Bull of Berfeld in this County Yeoman Plaintiff David Anns of Sunderland in this County Yeoman Defendant in a Plea of the Case for that said David at Berfeld on the 30th day of April Anno Domini 1770 by his Note for Value recd promised said Justin to pay him Two pounds eleven shillings & eight pence in Grain with Interest & said Justin says he has been always ready to receive said Grain yet said David the requested has never paid the same but neglects it to the Damage of said Justin Eight pounds - The Plaintiff appears & the Defendant the three Times publicly called to come into Court makes Default of Appearance here - Whereupon it is considered by the Court that said Justin do recover against said David lawful money Damages & Costs of Suit taxed at £ 5 & thereupon

Bull
vs
Anns
No 93

Thomas Cunningham of Greenfield in this County Yeoman Plaintiff Samuel Pickett & John Newton in this County Yeoman Defendants in a Plea that they render to him said Thomas One hundred pounds lawful money which they owe him & in default thereof they are to be held & firmly bound & obliged to said Thomas in the sum of One hundred pounds lawful money to be paid to him the said Thomas when they should be there requested to do so & if he should demand it of them have never paid said Thomas said sum the three times requested but neglects it to the Damage of said Thomas One hundred pounds - The Parties appear & on the motion of the Defendant Parties agreeing that Judgment at the next Term be paid / it is considered that this said Day here in Court until the third Tuesday of May next

Cunningham
vs
Pickett & al.
No 94

Nehemiah Gay lord of Hadley in this County Yeoman Plaintiff William Shipman of the same Hadley Yeoman Defendant in a Plea of the Case for that said William at said Hadley on the 25th day of March Anno Dom. 1784 by his Note for Value recd promised said Nehemiah to pay him Eighty three pounds & sixteen shillings lawful silver money in two Years from the Date with Interest - yet said William the requested has never paid the same but neglects it to the Damage of said Nehemiah One hundred pounds - The Parties appear & agree that this Case be continued to the next Term Judgment there to be paid and it is so ordered accordingly to the third Tuesday of May next

Gay lord
vs
Shipman
No 95

Williams
vs
Stubbard
at
No 96

Isaac Williams of Hatfield in the County of Herts. Christ
phus Lappingwell of Norwich in the County of New London & State
of Connecticut vs. William Stubbard of Boston in the County
of Suffolk Massachusetts Deft in a Plea of the Case as is at large
set forth in the Writ on File &c. The Plaintiff by this
now Strong Esq^r his Att^y & the said Williams / one of the Defts & as
whom only service of the Writ was made / by Caleb Strong
Esq^r his Att^y moved & moves for a Continuance and it is
considered by the Court that said Parties have Day due in
Court until the third Tuesday of May next.

Williams
vs
Dunroy
at
No 97

Isaac Williams of Norwich in the County of New London & State
of Connecticut vs. Dunroy of Southampton in the County of Herts. Deft in a Plea of the
Case for that said Dunroy on the 24th day of January Anno Domini
1785 at Norwich aforesaid by his Note for Value received promised
the Pl^t to pay him or Order Four pounds six shillings lawful money
on Demand with Interest. Yet said Dunroy the requested has never
paid the same but neglected it to the Damage of said Isaac Ten
pounds. The Pl^t appears & the Deft the three Times publicly called
to come into Court makes Default of Appearance here. Whereupon
it is considered by the Court that said Isaac do recover against said
Dunroy
Costs of Writ taxed at £ and the of &c

Davenport
vs
Heub
at
No 98

Benjamin Davenport of Hatfield in the County of Herts. Pl^t
vs. John Heub of Southwicks in the County of Herts. Deft in a
Plea of the Case for that John on the 3^d Day of October
last at Hatfield by his Note for Value received promised Eliza
Parks Esq^r to pay him or Order Twenty six pounds fourteen
shillings in six Weeks from the Date with Interest & said
Eliza afterwards on the same Day by his Indorsement on
said Note ordered the Contents thereof then due to be paid
to the Pl^t, whereof John then & there had Notice & became
obliged to pay the same & accordingly promised to pay the
same to the Pl^t on Demand. Yet John the requested
has never paid the same but neglected it to the Damage of
said Benjamin Forty pounds. The Pl^t appears & the Deft
the three Times publicly called to come into Court makes Default of
Appearance here. Whereupon it is considered by the Court that
said Benjamin do recover against said John Twenty eight pounds
sixteen shillings & seven pence Damages & Costs of Writ taxed at £ & the of &c
By ^{the Court} April 4th 1787

Idem
vs
Strong
at
No 99

Benjamin Davenport of Hatfield in the County of Herts. Pl^t
vs. Tristram Strong of Southwicks in the County of Herts. Deft in a Plea of
the Case for that Tristram & John at Hatfield on the third
Day of October last by their Note for Value received promised Eliza
Parks Esq^r to pay him six pounds eight shillings in six Weeks
from the Date: & Eliza afterwards on the same Day by
his Indorsement on said Note ordered the Contents thereof then
due to be paid to the Pl^t whereof S. Tristram & John then
& there instantly had Notice & thereupon became liable
& accordingly promised Benjamin to pay the same
on Demand. Yet said Tristram & John the requested

nor either of them have ever paid the same but neglect it to
the Damage of ¹⁰ Benjamin Twiss from d^y 1st of Feb^r 1784
per ¹⁰ the Deft^t the three times publicly called to come
into Court make Default of appearance here Whereupon
on it is considered by the Court that said Benjamin
do recover against said Twiss ¹⁰ & other six pounds
eighteen shillings & three pence Damages & Costs of which
 taxed at £ 11 12 6 & three p^{ce} Exp^t of Feb^r 4. 1787

Benjamin Clark Cutler of Boston in the County of Suffolk Partner
Merchant of the P^l of John Lee Jun^r of Westfield in the County
Mentioned Deft^t in a Plea of the Case for that said John at
Westfield aforesaid on the 9th day of February Anno Domini
1785 by his Note for Value rec^d promised One Samuel
Burns to pay him or Order Fifty two pounds & five
pence lawful money in six months from the Date with
Interest after that Time till paid & also for that said John
at Boston aforesaid Vic^t in Westfield on the first day of June
Anno Domini 1785 for Value rec^d promised said Samuel
to pay him Forty two pounds fourteen shillings & nine pence
lawful money in six months from the Date with Interest
and afterwards said Samuel on the Day of the purchase of
this Writ by his Indorsement on said Notes at Westfield
aforesaid ordered the Contents of them then due to be paid
to the P^l, whereof said John then & there had Notice & so
the same chargeable & promised the P^l to pay him the
Contents of said Notes accordingly on Demand & yet said
John the requested has never paid the same but neglects it
to the Damage of said Cutler One hundred & fifty pounds
The Parties appear & agree to a Continuance & that no Costs
for Travel be taxed at the next Term - And it is consider
ed by the Court that said Parties have Day here in Court
until the third Tuesday of May next

Lee
N^o 100

Thomas Lee of Cambridge in the County of Middlesex Esq^r P^l
vs. John Lee Jun^r of Westfield in the County of Essex Trader Deft^t
in a Plea of the Case for that said John at Boston Vic^t in
Westfield aforesaid on the 20th day of August Anno Domini
1784 by his Note for Value rec^d promised One Samuel Bar
ret to pay him or Order One hundred & forty five pounds
thirteen shillings lawful money in six months from the
Date with Interest after that Time till paid & also
for that said John at Boston Vic^t in Westfield aforesaid
on the 5th day of November Anno Domini 1784 by his Note for
Value rec^d promised & succeeded to pay him One hundred
and forty nine pounds ten shillings & two pence lawful
money within six months from the Date with Interest
after that Time - And afterwards said Samuel on
the 8th day of May Anno Domini 1786, by his Indorsement on
said Notes ordered the Contents of them then due to be
paid to the P^l, whereof said John then & there had Notice
& so the same chargeable, & accordingly promised to pay to
the P^l the Contents of the same Notes on Demand - yet said
John the requested has never paid the same but neglects it
to the Damage of said Thomas Four hundred pounds - The
Parties appear & agree to a Continuance - And that they be again
at the next Term and if considered by the Court that said Parties
have Day here in Court until the third Tuesday of May next

Lee
N^o 101

Clap
as
Ives
No 102

Perez Clap of Southampton in this County Gent^l M^r Peter David
Ives of Southwark in this County Underwriter Deft in a Plea of the Case for
of the Case for that S^r David on the 20th day of May took by L^y
Receipt at Southwark acknowledge to have received of S^r
Perez two thirds of a Bar of white Clover seed one peck of iron
Clover seed half a Barrel of two penny Nails weighing Eight
eight pounds three Barrels of potatoes, next weight Eleven hun-
dred & twelve pounds one Iron tined Cart two Cows one
pair of Hay Batts & two Horses, all which Property the said
Perez, the Pl^y had taken by Virtue of an Execution against
John Hunt & Elizabeth Houghs of Southwark aforesaid & the
said David did then & there promise the said Perez to deliver
the articles aforesaid amounting in Value as he says to the
sum of Forty four pounds two shillings to S^r Perez on
Monday the 29th Instant meaning May last past at
the House of Biddad Fowler in Southwark aforesaid at
one of the Clock in the Afternoon and said Perez was
he was at the Place Time last aforesaid ready to receive
the said Articles - Yet said David the requested has
never delivered the same to the Pl^y but neglects & refuses
to do it to the Damage of said Perez Eighty pounds -
The Pl^y appears and the Deft the three Times publicly called to come into
Court makes Default of appearance here Whereupon it is considered
by the Court that said Perez do recover against said David Eighty pounds
of lawful money Damages & Costs of Suit taxed at £1.15.10 & three p^{ts}
Ex^o ip^o April 4. 1787

Sacket
Sheppard
No 103

Stephen Sacket of Westfield in this County Underwriter Pl^y for Solomon
Shepard of the same Westfield Plaintiff Deft in a Plea of the Case for
that said Solomon on the 22nd day of April Anno Dom^o 1784 by his Note
for Value rec^d at Westfield promised said Stephen to pay him
six pounds lawful money on Demand with Interest Yet said Stephen
the requested has never paid the same but neglects it to the Damage
of said Stephen Twelve pounds - The Pl^y appears & the Deft
the three Times publicly called to come into Court makes Default
of appearance here Whereupon it is considered by the Court
that S^r Stephen do recover against said Solomon seven pounds
and five pence Damages & Costs of Suit taxed at £1.11.6 & three p^{ts}
Ex^o ip^o Apr 4. 1787

Warner
Butler
No 104

Jonathan Warner & Noadiah Warner both of Hadley in this
County Indors Humbly shew that in a Court holden at North
field in this County to wit the Field Begⁿ on the 19th day of
September Anno Dom^o 1786 they recovered Judgments against
John Butler for the sum of Three pounds four shillings
& six pence three p^{ts} of things Damages & twenty four shillings
& three pence Costs of Suit from which Judgments said
John appealed to this Court & has failed to prosecute the
same wherefore said Jonathan & Noadiah pray for Affirm^o
ation of said Judgments with additional Damages & Costs
and Whereupon it is considered by the Court that said Jonathan
& Noadiah do recover against said John Three pounds nine
shillings & seven pence Damages & Costs of Suit taxed at £5.2.4
& three p^{ts} &c Ex^o ip^o Apr 6. 1787

Warham Parks of Westfield in this County Esq^r Plff in Israel Dewey of the same
Westfield Defendant Deft in a Plea of the Case for that said Israel
at Westfield on the 20th day of June Anno Dom. 1783. by his Note for
Value recd promised said Warham to pay him Forty six pounds
six shillings & five pence lawful Money on Demand with Interest
But said Israel the requested has never paid the same but neglects it
to the Damage of said Warham Thirty five pounds The Plff appears
and the Deft the three Times publicly called to come into Court makes
Default of appearance here Whereupon it is considered by the
Court that said Warham do recover against said Israel Twenty
four pounds six shillings & two pence Damages & Cost of suit taxed
at £2.10.0 & thereof &c by n. b. April 4 1787

Parks E.
Dewey
No 105.

David Robinson of Granville in this County Trader Plff Nathaniel
Rogers of the same Granville Defendant Deft in a Plea of the Case
for that said Nathaniel at Granville on the 18th day of March
last by his Note for Value recd promised David to pay him on
Order Nine pounds four shillings & 8^p lawful Money on
Demand with Interest. Yet said Nathaniel the requested has
never paid the same but neglects it to the Damage of said David
Fifteen pounds Whereupon it is considered by the Court
that said David do recover against said Nathaniel Four pounds
six shillings & two pence Damages & Cost of suit taxed at
£1.8.4 & thereof &c by n. b. April 4 1787

Robinson
Rogers
No 106

David Robinson of Granville in this County Trader Plff Elder
Hollcomb of the same Granville Defendant Deft in a Plea of the Case
for that said Elder at Granville on the 10th day of September
last by his Note for Value recd promised David to pay him on
Order Nine pounds lawful Money worth that said Note by the first
day of May then next to be delivered & Cost of suit Robinson in
Granville by Day to be appraised by indifferent Men mutually
chosen with Interest & David says he always stood ready to receive
said Note according to the Tenor of Note Yet said Elder has never
fulfilled his Promise but neglects it to the Damage of David
Eighteen pounds The Plff appears & the Deft the three Times publicly called
to come into Court makes Default of appearance here Whereupon it is considered by the Court that said David do recover
of said Elder £9.10.0 & Cost of suit taxed at £1.15.10 & thereof &c by n. b. April 4 1786

Robinson
Hollcomb
No 107

Lydia Green of Greenfield in this County Widow & Executrix of the Estate of
Daniel Jones late of this said County first mentioned Esq^r Plff
of Daniel Jones late of this said County first mentioned Esq^r Deft
deceased Plff & Executrix of the Estate of the said Daniel Jones
his last will & Testament Deft in a Plea of the Case for that
said Daniel on the eighth day of May Anno Dom. 1784 by
his Note for Value recd promised said Lydia to pay him on
Order on Demand with Interest Three pounds lawful
Silver Money Yet said Lydia the requested never paid
the same to said Daniel in his life Time or his Executors
since the Death of said Daniel but neglects it to the
Damage of said Lydia already Four pounds The Plff
appears and the Deft the three Times publicly called to
come into Court makes Default of appearance here
Whereupon it is considered by the Court that said
Lydia do recover against said Deft Three pounds
four shillings Damages & Cost of suit taxed at
£2.10.0 & thereof &c by n. b. April 5 1786

Green
Jones
No 108

San daniel

27
11.11.19
P. 10

27th 39

Nathaniel Chandler Gent^l & Lydia Chandler Widow both of Plymouth
in the County of Worcester & Clark Chandler of Worcester in the County of Wor-
cester Administrators on Estate of John Chandler Esq^r late of Plym-
outh aforesaid deceased Plaintiff & William White of Guilford in the
County of Cumberland Defendant do hereby certify that on the 30th
day of July Anno Domini 1784 by his Notary Laurence promised
one Aaron Whitney to pay him or Order Thirty two pounds ten Shillings
lawful money with Ups & S Whitney there aforesaid on the same
Day by his Indorsement on Note ordered the Court there of then
due to be paid to said John, where of said White had notice & there
upon became chargeable & accordingly promised & & then to
pay him the same according to the Tenor thereof, Yet said White
tho requested hath never paid the same to S Chandler while living
nor to the Plff since his Decease, but neglects it to the Damage of
S Nathaniel Lydia & Clark Thirty pounds
The Plaintiff & the Def^t the three Times publicly called to come into Court
make Default of Appearance here - Whereupon it is considered by the
Court that S Nathaniel Lydia & Clark do recover against said William
Thirty seven pounds Ten Shillings lawful money Damages & Costs
of Suit taxed at £ 15 s 10 & thereof &c

5 Nathaniel Lydian & Clark Imply promise
The Plaintiff & the Def^t the three times publicly called to come into Court
make Default of appearance here - Whereupon it is considered by the
Court that 5 Nathaniel Lydian & Clark do recover against said William
Thirty seven pounds Ten shillings lawful money Damages & Costs
of suit taxed at £ 15. 10 & there of &c

Matson

Prindle

No. 110

Sumner Mattoon of Northfield in this County Physician & Dr.
vs. Nathan, Prindle of the same Northfield Chauncy Duffin a
Jha of the same for that s^d Prindle & s^d Northfield on the 8th
day of July 1782 by his Note for Value rec^d promised the
Pl^{ff} to pay him on Order Eight pounds lawful money on or
before the first day of October Anno Domini 1784 with Interest
s^d said Prindle the requested has never paid the same but
neglects it to the Damage of s^d Mattoon Fifteen pounds
The Parties appear & agree to a Continuance to the next Term
and that Judgment be then final if there be no Trial
and it is considered by the Court that they have Day here in
Court until the third Tuesday of May next

Ames

Kanner
No 779.

no 222.

Oliver Bromber of Richmond in the County of Cheskie & State
of Maryland says that he is George Kauman of Char-
lenock in the County of Chesterman Defendant as Plaintiff
for that s^d George at s^d Charlenock on the third Day of
February Anno Dom. 1784 by his Note for & assumed pro-
mised s^d Oliver to pay him on Order Eight pounds in Mah-
batta to be delivered at s^d Charlenock at Cash price in
two Years from the first day of March then next with Interest
& s^d Oliver says he has always been ready to receive the same
but s^d George has requested but never paid the same but
neglected to do the Damage of said Oliver Twelve pounds
The Plaintiff appears & the Defendant the Thieves publicly called
to come into Court makes D. Paul his Appearance and
when upon it is considered by the Court that s^d Oliver do re-
cover against said George Three pounds nine shillings &
eight pence Damages & Costs of Suit taxed at £ 2. 13. 8
I the Clerk do
Exp^d of July 6. 1787

30th of July 6. 1787

Shaver

27
Bell

1.0992

William Shaver of Cochrain in this County & Thomas
Thomas Bell Jun^r of the same Cochrain Gent^l Depts^{rs} a
of the Can for that said William at Cochrain on the 18th day
of February Anno Dom 1782 had delivered to said Thomas
at his Request Ninety two Dollars in Bills called Bills of the
new Currency with Interest then due thereon amounting to

monies & shillings two pence the parties of the Value of Eighteen pounds law full Money, he & Thomas then & there in Consideration thereof promised said William to pay & deliver the same Bills into the State Treasury on Demand, & said William says that thereafter on the same Day & Year he demanded & required, said Thomas to pay & deliver the same into our Treasury accordingly & ~~apparently~~ ^{apparently} the requested has never paid the same but negligently to the Damage of said William Forty pounds - The Plff appears and the Dft to the three Times but he is called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that this case be continued for Judgment until the third Day of May next -

Zebina Stebbins of Springfield in the County of Hampden Plff vs Whatfield Swift of Ware in the County of Hampshire Dft in a Plea of Trespass on the Case for that said Whatfield at said Springfield on the 23^d day of October Anno Domini 1783 by his Note for Value received promised the Plff to pay him or Order Twenty one pounds for then shillings & one penny within a month from the Date of said Note with Interest after that Time - Yet said Whatfield the requested has never paid the same but refuseth to the Damage of said Zebina Forty pounds - The Plff appears and the Dft to the three Times publicly called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that said Zebina do recover against said Whatfield Damages & Costs which taxed at £ a third of a

Stebbins vs Swift
No 113

Martha Bridgman of Boston in the County of Suffolk Widow Administratrix on the Estate of Isaac Bridgman late of S. Boston Esq. deceased Plff vs the Inhabitants of Brimfield in the County of Hampshire Dft in a Plea of the Case for that the said Inhabitants at said Brimfield on the 20th day of May Anno Domini 1785 by their Note for Value received signed by Aaron Mighill Treasurer of said Brimfield in behalf of said Inhabitants, promised one Nehemiah Williams to pay him or Order Twenty seven pounds on Demand with Interest, & said Nehemiah thereafter on the same Day by his Indorsement on the same Note ordered the contents thereof then due to be paid to the Plff whom said Inhabitants then & there had Notice, by Treasurer whom being liable & in consideration thereof promised the Plff to pay her the contents of said Note according to the Tenor thereof yet said Inhabitants the requested have not paid the same but negligently to the Damage of said Martha Thirty six pounds - The Plff appears & the Dft to the three Times, publicly called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that said Martha do recover against said Inhabitants of Brimfield Damages & Costs of which taxed at £ and thereof a

Bridgman Adr vs Brimfield
No 114

Bull
21
Loomis
No 115

Caleb Bull of the City & County of Hartford & State of Connecticut
Plaintiff vs Jonathan Loomis of Berkeley in the County of
Berkshire Defendant in a Plea of the Case for that Jonathan
at Hartford Viz in Springfield on the 9th day of August Anno
Domini 1783 by his Note for Value received by the Name of Jonathan
Loomis Plaintiff promised said Caleb to pay him or Order Three
pounds & nine shillings lawful money on Demand with Interest
yet said Jonathan the requested has never paid the same but
neglects it to the Damage of said Caleb six pounds
The Plaintiff appears & the Defendant the called makes Default of
Appearance here - Whereupon it is considered by the Court
that said Caleb do recover against said Jonathan Four
pounds three shillings & eleven pence Damages & Costs of Suit
taxed at £ 16.0 & thereof
Ex^{ist} July 25. 1787

Asheley
and
McLean
No 116

Asheley of Westfield in the County of Hampshire Plaintiff Patrick
McLean & Barnabas McLean Weaver both late of Southwick in the County
of Berkshire Defendants in a Plea of the Case for that Patrick & Barnabas at Springfield
on the 17th day of November Anno Domini 1783. by their Note for Value received
promised said Noah to pay him Forty pounds lawful silver money in
New England or merchantable Wheat or Corn at the Market price to be delivered
at the House of Samuel Scott in Westfield by the Middle of February 1786.
with lawful Interest for the same till paid - Also for that Patrick & Barnabas
on the same 17th day of November by their other Note for Value received promised
said Noah to pay him the sum of six pounds ten shillings to be paid in a
good two Horse Shays at the Appraisement of independent Men & the Cost
in lawful silver money by the first day of January next after the Date of
said Note - And said Noah says he was ready at Time & Place aforesaid to receive
said Wheat or Corn, & was also ready to receive the Shays aforesaid
yet said Patrick & Barnabas or either of them have never paid said Articles or
any of them, nor in any manner performed either their said Promises but
unjustly neglect & refuse to do it to the Damage of said Noah Ninety pounds
The Plaintiff appears & the Defendants that this Case may be continued because the Defendants
are out of this State - And it is considered by the Court that the
Plaintiff have Day here in Court until the third Tuesday of May next

Davenport
vs
Nash
No 117

Benjamin Davenport of Hadley in this County, Trader Plaintiff
John Nash of Amherst in this County Guilty Defendant in a Plea
of Trespass on the Case for that said John Nash at Hadley aforesaid on
the 21st day of April Anno Domini 1785 by his Note for Value
received promised said Benjamin to pay him or Order Six pounds
eleven shillings & eleven pence on Demand with Interest yet said
John the requested has never paid the same but neglects it to the
Damage of said Benjamin Ten pounds - The Plaintiff appears
and the Defendant the called makes Default of Appearance here
Whereupon it is considered by the Court that said Benjamin do
recover against said John Seven pounds Six shillings &
four pence Damages & Costs of Suit taxed at £ 14.8 & thereof
Ex^{ist} Mar 27. 1787

Billings
vs
Ward
No 118

William Billings of Conway in this County Esq^r Plaintiff John
Ward of Buckland in this County Defendant in a Plea
of the Case for that said John at Conway aforesaid by his Note
for Value received promised said William to pay him or Order
Four pounds three shillings & two pence lawful money on
Demand with Interest yet said John the requested has never
paid the same but neglects it to the Damage of said William
Six pounds - The Plaintiff appears & the Defendant the called makes Default
of Appearance here - Whereupon it is considered by the
Court that said William do recover against said John Four
pounds three shillings & two pence Damages & Costs of Suit taxed at
£ 11.8 & thereof
Ex^{ist} April 11. 1787

Edward Curtis of Boston in the County of Suffolk North Sup
as Abner Packard of Conway in the County of New Hampshire
as Plaintiff of the Case for that s^d Abner a^d Northampton a^d said
on the first day of June Anno Domini 1786 was indebted to said Packard
Edward in the sum of Forty one pounds sixteen shillings and
five pence to Ball's book account & in consideration thereof
promised s^d Edward to pay him the same sum when he
should be thereto requested &c. Yet s^d Abner the requested has
never paid the same but neglects it to the Damage of said
Edward Fifty pounds The Plaintiff a^d the Deftth
he called makes default of appearance here Whereupon
it is considered by the Court that said Edward do recover
against said Abner Forty one pounds sixteen shillings &
five pence Damages & Costs of Suit taxed at £ 3. 10. 4
& thereof &c Ex^{pt} April 11. 1787

Aaron Billings of Conway in the County of New Hampshire
Stephen Gunn of Sunderland in the County of New Hampshire
Deftth in a Plea of the Case for that s^d Stephen at Conway on the
30th day of March Anno Domini 1784 by his Note for Value recd
promised one Elisha Baker to pay him on Order Forty pounds
lawful money by the first day of March Anno Domini 1786
with Interest & afterwards on the first day of April in
the Year a^d said a^d Northampton a^d said Elisha by
his Indorsement on said Note ordered the Content thereof to be
paid to s^d Aaron whereof s^d Stephen had notice & became chargeable
& in consideration thereof promised to pay the same to s^d Aaron
viz^y also for that s^d Stephen on the same 30th day of March a^d said
by his Note for Value recd, promised one Elisha Baker to pay him on
Order Forty pounds lawful money by the first day of March Anno
Domini 1786 with Interest & afterwards on the first day of April in
the Year a^d said s^d Elisha by his Indorsement on s^d Note ordered the
Content thereof to be paid to s^d Aaron whereof s^d Stephen had
notice & so became liable in consideration thereof promised s^d Aaron
to pay him the same accordingly. Yet s^d Stephen the requested has
never paid the same but neglects it to the Damage of said Aaron
Eighty pounds The Plaintiff a^d the Deftth the three times, but
they called makes default of appearance here Whereupon it
is considered by the Court that s^d Aaron do recover against said
Stephen Sixty four pounds fourteen shillings & two pence Damages
and Costs of Suit taxed at £ 1. 9. 4 & thereof &c Ex^{pt} Mar 30. 1787

Nathaniel Dickinson of the City & County of Boston in the Province of
New Brunswick Deftth Upper Ebenezer Bardwell of Wintbury in the
County of New Hampshire Plaintiff of the Case for that s^d Ebenezer a^d Bardwell
in the County on the third Day of November Anno Domini 1773 by his
Note for Value recd, promised s^d Nathaniel to pay him one hundred and
sixty shillings lawful money on Demand with Interest till paid
viz^y also that said Ebenezer at s^d Deerfield on the second Day of October Anno
Domini 1773 by his Note of that Date for Value recd, promised said
Nathaniel to pay him five hundred and one shilling on Demand with
Interest till paid Yet s^d Ebenezer the requested has never paid either
said sum but neglects it to the Damage of said Nathaniel Ten pounds
The Plaintiff a^d the Deftth the three times, but they called makes default
of appearance here Whereupon it is considered by the Court that the
said Nathaniel do recover against said Ebenezer Ten pounds
Damages & Costs of Suit taxed at £ 1. 8. 8 & thereof &c

Mainard
vs
Trench
No 122

Malachi Mainard of Conway in this County Plaintiff vs
Thomas Trench of the same County Defendant in a Plea of the
Case for that s^d Thomas at Bowden aforesaid on the 11th day of Novem^r
ber Anno Dom 1785 by his Note for Value rec^d promised said
Malachi to pay him as Treasurer of said Town three pounds eight
teen Shillings & one penny with Interest. Yet s^d Thomas tho
requested has never paid the same but inglets it to the Damage
of s^d Malachi six pounds. The Plea appears & the Def^t
the three Times publicly called to come into Court makes Default
of appearance here & when upon it is considered by the
Court that s^d Malachi do recover against s^d Thomas
four pounds four shillings & three pence Damages & Cost
of Suit taxed at £ 1. 9. 11 & therefor Dec^r of Oct 18. 1787

Smith
vs
Curtis
No 123

Isaac Smith of Whately in this County Plaintiff vs
William Curtis of the same County Defendant in a Plea of the Case for that s^d Isaac s^d Curtis of William
Curtis aforesaid by their Note for Value rec^d promised s^d Isaac to pay
him on Order four pounds fourteen shillings & seven pence by the
first day of May then next with Interest. Yet said Isaac s^d Curtis on
either of them the requested have never paid the same but inglets
it to the Damage of said Isaac six pounds. The Plea appears
by Wm Billings Esq^r & the Def^t by Samuel Churchby Just^r their All^y
come & move for a Continuance & and it is considered by the
Court that said Parties have Day here in Court next till the third
Tuesday of May next

Bellin & Co
vs
Pratt
No 124

William Bellin of Conway in this County Esq^r Plaintiff vs
Derfield in this County Defendant in a Plea of the Case for that
they the said s^d Aaron & William on the 12th day of April Anno Dom 1785
at s^d Conway accounted together of divers sums of money by the said
Aaron with s^d William before that Time in Arrear & that Time due
& unpaid & upon that Account he said Aaron was then & there paid
in Arrear to the said William in the sum of Twelve pounds & one
penny lawful money & s^d Aaron in Consideration thereof on the
third Year aforesaid promised the said William to pay him the
same when he should be thereto requested & and also thereas
said Aaron afterwards on the same twelfth day of April at Conway
aforesaid was indebted to said William in other Twelve pounds
& one penny for so much money before that Time had & received
of the said William & in Consideration thereof promised said
William to pay him the same when thereto requested. Yet s^d Aaron
the requested has never performed either as Promised aforesaid
but inglets it to the Damage of said William as he says Eighteen
pounds. The Plea appears & the Def^t the three Times publicly
called to come into Court makes Default of appearance here
& when upon it is considered by the Court that s^d William do recover
against s^d Aaron Twelve pounds & one penny Damages & Cost of
Suit taxed at £ 1. 9. 3 & therefor Dec^r of April 11. 1787

Progers
vs
Porter
No 125

Thomas Rogers of Boston in this County Esq^r Plaintiff vs
Henry Porter of Northampton in this County Defendant in a Plea of the Case for that s^d Henry at Boston City in
Northampton on the 5th day of January Anno Dom 1784
by his Note for Value rec^d promised said Thomas to pay him on
Order Eight pounds six shillings & six pence lawful money with
Interest from the Date with Interest till paid. Yet said
Henry the requested has never paid the same but inglets it
to the Damage of said Thomas Twelve pounds. The Plea ap
pears and the Def^t the three Times publicly called makes Default of appearance
here & when upon it is considered by the Court that s^d Rogers
do recover against said Henry nine pounds eight shillings & six pence
& Cost of Suit taxed at £ 1. 10. 3 & therefor Dec^r of April 13. 1787

Consideration of Conway in this County. Jonathan William
Warner of the same County. Jonathan Deft in a Plea of the Case
for that said William at Conway a thousand on the first day
of May Anno Domini 1786 by his Note for Value recd promised
said Consider. to pay him or Order Fifty seven pounds
eighteen shillings & ten pence lawful money on Demand
Interest till paid & Yet said William the request has never
paid the same but neglected it to the Damage of s^d Consider
Twenty pounds. The Plt appears and the Deft the three
Times publicly called to come into Court makes Default
of Appearance here Whereupon it is considered by the Court
that said Consider do recover against said William Fifty
two pounds fourteen shillings & seven pence Damages & Costs
of Suit taxed at 2. 10. 0 & there of s^d July 9. 1787

Warner
No 126

Chap Perkins of Ashfield in this County. Jonathan Deft
Wacht of Ashfield aforesaid Cordwainer Deft in a Plea of the
Case for that s^d Deft at Ashfield a thousand on the 3^d day of July
Anno Domini 1783 by his Note for Value recd promised said
Chap to pay him Eighty one bushells of good merchantable
Wheat at or before the first day of December next the Interest
to be delivered at the Dwelling House of Nathan Miller in said
Ashfield & Yet s^d Deft the request hath not performed his
said Promise the s^d Chap was always ready to receive the
contents of s^d Note according to the true tenor thereof but neglected it
to the Damage of s^d Chap Thirteen pounds. The Plt appears
and the Deft the called makes Default of Appearance here
Whereupon it is considered by the Court that said Chap do
recover against said Deft Fourteen pounds fourteen shillings
three pence Damages & Costs of Suit taxed at 2. 8. 0
& there of s^d

Perkins
Wacht
No 127

Elijah Dwight of Belchertown in this County. s^d Deft
as Henrichs Hook of the same Belchertown Jonathan Deft
in a Plea of the Case for that s^d Henrichs at s^d Belchertown on the 20th day of July
last by his Note for Value recd promised said Elijah to pay him or Order
Twelve pounds lawful money on Demand with Interest & also for s^d
said Henrichs at said Belchertown on the same day & Year by his Note
for Value recd promised One Nathan Parsons clerk to pay him or Order
Twelve pounds lawful money on Demand with Interest and
afterwards to wit on the 20th day of the same July at Belchertown
aforesaid said Nathan by his Indorsement on said Note said s^d
Contracts thereof then due to be paid to said Elijah whereof s^d Henrichs
then & there had Notice & became chargeable & in Consideration thereof
promised said Elijah to pay him the same accordingly & also for
said said Henrichs then on the same 20th day of the said Year aforesaid
by his Note for Value recd promised s^d Elijah to pay him or Order
Two pounds five shillings & eight pence lawful money on Demand
with Interest Yet s^d Henrichs the request has never performed
the same & neglected it to the Damage of s^d Elijah Forty
pounds. The Plt appears & the Deft the three Times publicly
called to come into Court makes Default of Appearance here
Whereupon it is considered by the Court that s^d Elijah do recover
against said Henrichs
Damages & Costs of Suit taxed at 2. 10. 0 & there of s^d

Dwight
Hook
No 128

Thomas Blain of Blanford in this County. Jonathan Deft
as Robert Blair of Blanford in this County Jonathan Deft in a
Plea of the Case for that said Blair at said Blanford on the
first day of April Anno Domini 1783 by his Note for Value
recd promised said Blair to pay him or Order Eight pounds
lawful money on Demand & before the first day of May

Blain
Blain
No 129

anno Dom 1785 & then I was put in the hands of Robert on the 1st day of Year & paid a bill of exchange by one other note for value and I promised and then to pay him on Robert Eight pounds lawful money at or before the first day of May 1786 with the interest from the time of payment till paid & I paid Robert the requested but not paid the same but by letting it to the Damage of said Robert seventy pounds. The Plaintiff appears & the Defendant the three times but being called to come into Court makes default of appearance here. Whereupon it is considered by the Court that said Robert do recover against said Robert Eight pounds seven shillings & six pence Damages & Costs of such taxed at £ 2.3.0 & there of &c

Robert
21
Towler
N^o 130

Samuel Mather of Westfield in this County Esq^r Plaintiff David Towler Esq^r of Southwick in this County Defendant In a Plea of the Case for that said David at Westfield on the 29th day of August anno Dom 1785 by his Note for value and promised to pay to said Plaintiff twenty three pounds six shillings & 8^d lawful money pay him or Order & twenty three pounds six shillings & 8^d lawful money on Demand with the interest and afterwards on the first day of August current at Westfield no part of said Note having been paid except four pounds & thirteen shillings indorsed thereon said Plaintiff by his Indorsement on said Note ordered the Contee thereof to be paid to said Samuel for value and whereof David then & there had Notice & thereupon became liable & accordingly promised to pay the same to said Samuel on Demand yet said David thereunto has never paid the same but by letting it to the Damage of said Samuel Twenty pounds. The Plaintiff appears & the Defendant the three times but being called to come into Court makes default of appearance here Whereupon it is considered by the Court that said Samuel do recover against said David four pounds one shilling & ten pence Damages & Costs of such taxed at £ 1.19.4 & there of &c

Clark
21
Grog
N^o 131.

William Clark of America President of Dutchess County & State of New York Carpenter Plaintiff Joshua Rugg of Greenfield in this County Physician Defendant In a Plea of the Case for that said Joshua at Northampton on the 15th day of February anno Dom 1784 by his Note for value and promised said William to pay him or Order fifty pounds lawful money by the first day of June A.D. 1786 in Wheat at the best price or in real Estate Viz seven Cow Steers or Horses at the Appraisal of indifferent Men & deliver the same at Greenfield a parcel with the interest & the Plaintiff says he has always been ready at said Place to receive Grain and Cattle yet said Joshua the requested has never performed his Promise but by letting it to the Damage of said William Seventy pounds. The Parties appear and agree that this Case be continued to the next Term & that Judgment be then given & And thereupon it is considered by the Court that said Parties have Day here in Court on all the third Tuesday of May next.

The Court
21
Lilley
N^o 132.

Thomas the Sheriff of the County that a Court holder at Springfield on the 4th day of September A.D. 1786 before William Penhag Esq^r he recovered Judgment against Reuben Lilley of Wilbraham in this County Mason for the sum of one pound ten shillings lawful money Damages & Costs of such from which Judgment said Reuben appeared to the Court and

requir'd to prosecute the same but failed so to do - whereupon
he prayd Affirmation of said Indebted with addition of Damages
and Costs - Afterwards at the same Term the Court shew'd
moves that this Case may be continued and it is accordingly
continued to the third Tuesday of next month

To the Sheriff of our County of Berkshire or his Deputy, Geo Partridge Esq
Whereas Oliver Partridge of Hatfield in our County
of Hampshire Esq^r by the Consideration of our Justices of our
Court of Common Pleas holden at Northampton within & for
our County of Hampshire on the second Tuesday of February
anno Domini 1785 recovered Judgment against Peter Graves
late of Hatfield in the County of Berkshire, for the sum
of Eleven pounds eight shillings & six pence and costs many
Damages & one hundred nine shillings & six pence whereof
he is convicted - Nevertheless the Execution of the Judgment
aforesaid yet remains to be done, for the said Oliver in the
third of the same month viz on the 13th day of February anno
Domini 1785 sued out our Writ of Execution on the same
Judgment & delivered the same to Isaac Wood Thence
sent a Deputy Sheriff of the County of Berkshire to be exe-
cuted & the said Isaac hath long since returned the same
Writ into our Court aforesaid wholly unsatisfied - and
the said Oliver hath since the first day of July anno
Domini 1785 died - And the said Oliver hath supplicated us to
order a Remedy for him in this behalf, & because we will
that those Things which in our same Court have been
by done be duly carried into Execution We command you
that you make known to Catherine Graves wife of Peter Graves
Widow & Administratrix on the Estate of the said Peter Graves
that she be before our Justices of our Court of Common Pleas to be holden
at Northampton within & for our County of Hampshire on
the last Tuesday of August current there & there to shew Cause
if any she has why the said Oliver ought not to have Execution
of the Damages & Costs aforesaid against her of the
Goods Chattels or Lands whichever of the said Peter Graves
at the Time of his Death in her hands to be administered according
to the Form of the Recovery aforesaid - The said Peter Graves
deceased Mar 7. 1788

Partridge Esq
Graves Esq
N: 139.

Oliver Partridge of Hatfield in our County of Hampshire Esq^r
vs Joshua Lamb Woodbridge of Northfield in the County
of Essex Church Clerk late of Northfield in the County
of Essex & others who render to him the said Oliver the sum of two
pounds lawful money which they owe him & which they
pay for that whereas the said Joshua & Charles on the 22nd day of
July 1785 at Hatfield & aforesaid by their certain
Writing or Declaration sealed with the Seal of the said Joshua & Charles
acknowledged themselves to be held & bound firmly bound
and obliged to the said Oliver in this sum of two pounds law-
ful money to be paid to him the said Oliver or his Successor in
said sum of two pounds lawfull money when they should be thereto by us
the said Joshua & Charles have not paid said sum & the said Oliver or his
Successor in said sum of two pounds lawfull money, but ought to be

I dem
Woodbridge
N: 134

Damage of s^d Oliver Forty pounds - The s^d appears and the
said Joshua / who only hath been summoned to appear at the
three Times publicly called to come into Court makes Default
of appearance here - Whereupon it is considered by the Court
that said Oliver do recover against said Joshua Thirty pounds
one shilling & ten pence Debt & Costs of Suit taxed at L^{ts} 4
& three of p^{ce} -
Given at p^{ce} Mar 8. 1788 -

Norlow
Phillips
p^{ce} 135

William Norlow of Hatfield in this County of Hereford
Plff vs Ezra Phillips of Chastelfield in this County of Hereford
Def^{ts} in a Plea of Trespass on the Case for that s^d Ezra ab^d
Hatfield on the 16th day of February last by his Note for
Value rec^d promised s^d William to pay him five pounds
in Silver money & ten pence eight shillings & eight pence
a further sum to be paid in that latter the whole of
both sums to be paid on or before the 16th day of June
then next with Interest after that Time - And the s^d Plff
aver^s he has always since the making s^d Note been ready
to receive the s^d Ten pounds eight shillings & 8th in neat Cat
tle of s^d Ezra - Yet s^d Ezra the requested hath not paid
the same but neglects it to the Damage of s^d William
Thirty pounds - The s^d appears & the Def^{ts} the three Times
publicly called to come into Court makes Default of
appearance here - Wherefore it is considered by the
Court that s^d William do recover against s^d Ezra Six
teen pounds two shillings & six pence Damages & Costs
of Suit taxed at L^{ts} 5. 8 & three of p^{ce} -

Norlow
Phillips
p^{ce} 136

David Norlow of Hatfield in this County of Hereford
Plff vs Ezra Phillips of Chastelfield in this County of Hereford
Def^{ts} in a Plea of the Case for that s^d Ezra ab^d Hatfield on the
9th day of February last by his Note for Value rec^d pro
mised the Plff to pay him sixteen pounds the two shillings
and six pence by the 16th day of June then next two thirds
in Oxen at Cash price & one third in Silver money & eight
pence upon Interest untill paid - And the s^d Plff aver^s he
has always been ready to receive the s^d two thirds in Oxen
as aforesaid - Yet s^d Ezra the requested has not paid the
same but neglects it to the Damage of s^d David Thirty
pounds - The s^d appears & the Def^{ts} the three Times publicly
called to come into Court makes Default of appearance
here - Whereupon it is considered by the Court that said
David do recover against s^d Ezra Seventeen pounds eight
shillings & nine pence Damages & Costs of Suit taxed at
L^{ts} 5. 8 & three of p^{ce} -

Lynner
Buck
p^{ce} 137

William Lynner of Northampton in this County of Northampton
Plff vs Samuel Buck of Northampton in this County of Northampton
Def^{ts} in a Plea of Trespass on the Case for that s^d Samuel
ab^d Northampton aforesaid on the 19th day of January last
by his Note for Value rec^d promised s^d William to pay
him or Order five pounds on Demand with Interest & the
said Samuel the requested has never paid the same but
neglects it to the Damage of s^d William six pounds -

The Plaintiff appears and the Deft the three Times publicly called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that S^r William do recover against said Samuel Five pounds seven shillings Damages & Costs of such taxed at L^{ts} 5. 4. & the costs

Joseph Shutehues of Mr. Hampton a presaid Courtwaier Plep v. John Shelton of the same Northampton Barber Deft in a Plea of Trespas on the Case for that S^r John at Northampton appeared on the 19th day of February Anno Domini 1781 by his Note for Value rec^d & promised the Pl^{ff} to pay him Four pounds six shillings silver money on Demand with Interest & he said John the request, but has not paid the same but neglected it to the Damage of S^r Joseph Ten pounds

Shutehues
Shelton
No 138

The Plaintiff appears & the Deft the three Times publicly called makes Default of Appearance here. Whereupon it is considered by the Court that S^r Joseph do recover against said John Five pounds seven shillings Damages & Costs of such taxed at L^{ts} 5. 4. & the costs

Joseph Hawley of Northampton in the County of Essex Plep v. S^r and Thinks late of the same Northampton a Merchant one of the Executors of the last Will & Testament of John Thinks late of the same Northampton deceased & in S^r Capacity Deft in a Plea of Trespas on the Case for that S^r John at Northampton a presaid in his life Time Viz^t on the seventh day of May Anno Domini 1770 by his Note a Memorandum in Writing under his hand of 25th Date acknowledged that he said John had received of him S^r Joseph thirty pounds lawful money and in Consideration thereof S^r John promised S^r Joseph either to pay S^r Joseph the like sum of thirty pounds with the lawful Interest thereof from the 25th day of April then last past within one Year from the 25th day of April next ~~or~~ or within the same Time provided deliver to him S^r Hawley a certain Note of hand given by him (meaning S^r Hawley) to the honorable John Caring Esq^r of Boston bearing Date the 25th Day of April, 1770 missing the payment of thirty pounds lawful money to the said Caring on Demand with lawful Interest & said S^r Joseph in pursuance that S^r John Thinks the request did not pay said sum of thirty pounds or the Interest within said Time of payment nor procure or deliver to S^r Joseph the above mentioned Note of hand to S^r Caring nor have S^r S^r and or either the Executors of S^r John Thinks that Will since his Decease ever paid the same but neglected it to the Damage of S^r Joseph Twenty pounds The Plaintiff appears & the Deft the three Times publicly called to come into Court makes Default of Appearance here. Whereupon it is considered by the Court that S^r Joseph do recover against said S^r and in his S^r Capacity Sixty pounds seven shillings & six pence Debts & Costs of such taxed at L^{ts} 3. 2. & the costs of the

Hawley Esq^r
Thinks
No 139

William Eastman of Newbury in the County of Suffolk Plep v. Thomas a late of the same South Hadley in the County of Suffolk Deft in a Plea of Trespas on the Case for that S^r Thomas at Newbury on the 24th day of January Anno Domini 1783 by his Note for Value rec^d & promised said William to pay him or

Eastman
Thomas
No 140

Order Six pounds fifteen shillings & 8^d in Silver money at Six
shillings & 8^d per ounce on Demand with Interest. Yet said
Thomas the respondent hath never paid the same but neg-
lects it to the Damage of S^r William Twelve pounds -
The Pl^{ff} appears & the Def^t the three times publicly called
to come into Court makes Default of Appearance here
Whereupon it is considered by the Court that S^r William
do recover against S^r Thomas Six pounds nine shillings
& two pence Damages, & Costs of Suit taxed at £14.5.
& three of 4c
Given at Apr 18. 1787

Commonwealth

To the Sheriff

21
Noble
No 141

Whereas Samuel Noble of Westfield in our County
of Hampshire Blacksmith on the eleventh day of April
last a Westfield a Juror before Edward Waller Esq
one of the Justices of the Peace for County of Hampshire
personally appeared & acknowledged & swore up to owe
to Mr Justice of the Peace but put money to be paid
of his Goods & Chattels Lands or Tenements & in Want thereof
of his Body to our Use if Default should be made in
the Condition following V^{er} that if Daniel Taylor of
Westfield Farmer should personally appear before
our Justices of our Court of General Sessions of the Peace
there next to be holden at Springfield within & per
County of Hampshire on the third Tuesday of May then
next then & there to answer to such matters as should
be objected against him in our behalf especially for
playing at the Game of Cards & should Obey the Judgment
of the said Court & not depart without leave then the
said Recognizance was to be void otherwise to remain
in full Force & Virtue - And whereas at our Court of
General Sessions of the Peace holden at Springfield on
the 3^d the 4th Tuesday of May the said Daniel being there
summoned & publicly called to come into Court did not ap-
pear but then & there made default thereof & did not
obey the Judgment of the Court & departed from the said
Court without leave as by the said Proceedings thereof
in our said Court remaining on record appears and
by S^d Default, said sum is perfected to us & hath not
been paid but still remains due & to be paid in
Manner & for as for our Use - And We being willing
to have the sum so due & paid to us & satisfied
as Justice requires, command the C^{lerk} to make known to you
that he appear before our Justices of our Court of Common
Sessions that he appear before our Justices on the last Tuesday of August
next to be holden at Northampton a Juror on the last Tuesday of August
next to show cause if any he has why he ought not to have our Writ of
Execution against S^r Samuel for the 12th of the 12th pounds for the 12th
as aforesaid & Costs of Suit & further to do & receive what our Court
shall then & there consider concerning him in this behalf

And now at this Court of Sessions S^r Daniel Taylor appears to promote
the Action - and said Samuel the three times publicly called to come
into Court makes Default of Appearance here Whereupon the Court
ordered by the Court that Execution do issue in Favour of the Commonwealth
against S^r Samuel for the said sum of 12th pounds & Costs of Suit
taxed at £14.7.6
Given at May 21. 1787

Whereas Daniel Taylor of Westfield in the County of Hampshire and Thomas on the 1st day of April last at Westfield aforesaid before Edmund Wallis Esq one of the Justices of the Peace for the County personally appeared and acknowledged himself to owe to us the sum of Ten pounds lawfully due to be paid of the Goods and Chattels Lands or Tenements and in Want thereof of his Body to our Use in Default should be made in the Performance of the Condition following Vizt That if said Daniel should personally appear before the Justices of the Peace of Hampshire on the 3rd Tuesday of May next to be holden at Amesbury within a for the County of Hampshire on the 3rd Tuesday of May next then next then and there to answer to such matters as should be objected against him in our behalf especially for playing at the Game of Cards and should abide the Judgment of the same Court and not depart without leave from the Court and the said Judgment was to be void otherwise to remain in full Force and Virtue and whereas at once the Court of General Sessions of the Peace holden at Salisbury on the 3rd Tuesday of May aforesaid the said Daniel being three times solemnly called to come into Court did not appear but then and there made Default thereof and did not abide the Judgment of the Court and departed from the same Court without leave whereby said sum is forfeited to us has not been paid but still remains due and we being willing to have the sum so due speedily paid & satisfied as the Justices require command you that you make known to the said Daniel that he appear before our Justices of our County of Hampshire next to be holden at Northampton within a for our County of Hampshire on the 10th Tuesday of August next to shew Cause if any he has why he ought not to have our Execution against the said Daniel for the sum of Ten pounds forfeited to us as aforesaid & Costs of this &c

Commonwealth
D Taylor
N^o 142

And now Caleb Strong Esq Att^r to the Commonwealth comes here into Court to prosecute this action and the said Daniel the three times publicly called to come into Court makes Default of appearance here Whereupon it is considered by the Court that Execution do issue against the said Daniel for the said sum of Ten pounds and also for Costs of Prosecution taxed at £ 1⁰ 7⁰ 2

Ex^{te} 1st May 21. 1787

Joseph Hobbes of Dorset in the County of Devon Plaintiff and Nathaniel Hawks of the same Dorset Defendant of the Case for that Nathaniel a Dorset on the 18th day of May Anno Domini 1775 by his Note for Value received promised said Joseph to pay him Three pounds Three pounds & seven pence on Demand with Interest - Yet the said Nathaniel the requested hath not paid the same but neglects it to the Damage of said Joseph Eight pounds - The Plaintiff appears & moves for a Continuance because the Debt is out of this State & the said Defendant is out of the State - And it is considered by the Court that the said Parties have Day here in Court until the third Tuesday of May next

Hobbes
Hawks
N^o 144

Obadiah Dickinson of Hatfield in the County of Middlesex Plaintiff and Nathaniel Hawks of Dorset Defendant of the Case for that Nathaniel a Dorset on the 28th day of September Anno Domini 1772 by his Note for Value received promised said Obadiah to pay him or Order Nine pounds lawfully due to him with Interest - Yet the said Hawks the requested hath never paid the same but neglects it to the Damage of said Obadiah Eighteen pounds - The Plaintiff appears & moves for a Continuance because the Debt is out of this State - And it is considered by the Court that the said Parties have Day here in Court until the third Tuesday of May next

Dickinson
Hawks
N^o 144

Lock
J
Lock
No 145

Jonas Lock of Deerfield in the County of Hampshire Plaintiff
vs
Nathaniel Hawks of the same Deerfield Defendant
Deft in a Plea of the Case for that Nathaniel
at Northampton on the 20th day of August Anno Dom 1771 by his Note
for Value rec^d & promised to pay him seventy pounds lawful money
on Demand with Interest. Yet said Nathaniel the requested have never
paid the same but neglects it to the Damage of said Jonas one hundred
& forty pounds. The Plaintiff appears and moves for a Continuance because
the Deft is out of this State and it is considered by the Court that said
Parties have Day here in Court until the third Tuesday of May next.

Silmon
Burdett
No 146

William Wilson of Barre in the County of Worcester Plaintiff
vs
Nathaniel Hawks of Deerfield in the County of Hampshire Defendant
Deft in a Plea of the Case for that Nathaniel at Northampton on the 20th
day of October Anno Dom 1778 by his Note for Value rec^d & promised said
William to pay him on Order fifty five pounds within three months from
the Date of said Note with Interest. Yet Nathaniel the requested hath never paid
the same but neglects it to the Damage of said William twenty pounds.
The Plaintiff appears and moves for a Continuance because the Deft is out
of this State. And it is considered by the Court that they have Day
here in Court until the third Tuesday of May next.

Williams
Cathie
No 147

^{Adm^r on the estate of Elisha Williams Esq^r deceased}
John Williams of Deerfield in the County of Hampshire Plaintiff
vs
Elisha Williams of the same Deerfield Defendant
Deft in a Plea of the Case for that said Elisha
at said Deerfield on the second Day of February Anno Dom 1756 was justly
indebted to said Elisha in the sum of four pounds eleven shillings & nine
pence lawful money to ball^d book accounts. In consideration whereof
said Elisha & there undertook & to said Elisha part^d & fully promised to pay
him said sum with Interest. Yet said Elisha the requested never
paid the same to said Elisha in his Life Time nor to said John since the
Death of said Elisha but neglects it to the Damage of said John in his
said Co^r p^yty fifteen pounds. The Plaintiff appears and moves for a
Continuance because the Deft is out of this State. And it is considered by
the Court that said Parties have Day here in Court until the third Tues
day of May next.

Wells
Dickinson & al
No 148

David Wells of Greenfield in the County of Hampshire Plaintiff
vs
Joshua Lamb Woodbridge Jun^r both of Northfield
in the County of Deerfield Defendants
Deft in a Plea of the Case for that said Joshua & said
Joshua at Northampton on the 7th day of November last
by their Note for Value rec^d & promised one Elisha Sheldon to
pay him on Order fifty nine pounds lawful money on Demand
with Interest. & afterwards on the day last a^d promised said Elisha
by his Indorsement on said Note ordered the Court that the same to be paid
to the Pl^f when said Elisha & said Joshua there instantly paid
said Note & thereby became liable & in consideration thereof of whom said
the Pl^f to pay him the same accordingly on Demand. Yet said Elisha
& Joshua or either of them the requested have never paid the same
but neglects it to the Damage of said David seventy pounds. The
Pl^f appears & the Def^t at the three Times publicly called to come into
Court and in Default of appearance here whereupon it is considered
by the Court that said David do recover against said Elisha & Joshua
the sum of seventy pounds & two pence.
Sub^d taxed at £ 14⁰ 2 and the of &c
Damages & Costs of
Pl^f 10⁰ of Mar 1. 1778

Finsdale
Robins
No 149

Amiel Finsdale of Greenfield in the County of Hampshire Plaintiff
vs
Joshua Woodbridge of Deerfield in the County of Hampshire Defendant
Deft in a Plea of the Case for that said David at Northampton on the 6th day of July Anno Dom
1785 by his Note for Value rec^d & promised said Amiel to pay him

17
Six pounds, fourteen shillings & ten pence lawful money on Demand
with Interest. Yet said David the requested has not paid the same
but neglects it to the Damage of said & ten pounds
The Parties appear and agree to a Continuance to the next Term
Judgment to then to be final & bind it is considered by the
Court that said Parties have Day here in Court until
the third Tuesday of May next

John Walker of Hadley in the County of Merioneth Pleas Joseph
Graves of Beltristown in the County of Merioneth Pleas a Plea
of this case for that Joseph at Hadley a few days on the 23^d
day of November last by his Note for Value received promised said
John to pay him or Order Fifteen pounds one shilling & seven
pence lawful silver money with Interest. Yet said Joseph
the requested has never paid the same but neglects it to the Da-
mage of said John Twenty pounds. The Plea appears & the
Defendant the three Times publicly called to come into Court makes
Default of Appearance here. Whereupon it is considered by
the Court that said John do recover against said Joseph
Fifteen pounds five shillings Damages & Costs of Suit taxed at
£1.4.9 & thereof &c

Walker
Graves
N^o 150

Israel Sheldon of Southampton in the County of Merioneth Pleas
Elijah Searls of the same Southampton Merioneth Pleas a Plea
of this case for that S^r Elijah on the 23^d day of August 1786 by his
Note for Value received promised S^r Israel to pay him or Order
Five pounds seven shillings & five pence lawful money on De-
mand with Interest. Yet S^r Elijah the requested has never
paid the same but neglects it to the Damage of S^r Israel
Twenty pounds. The Plea appears & the Defendant the three
Times publicly called to come into Court makes Default of
Appearance here. Whereupon it is considered by the Court
that S^r Israel do recover against S^r Elijah
Damages & Costs of Suit taxed at £
& thereof &c

Sheldon
Searls
N^o 151

Andrew Broga late of Westfield in the County of Merioneth Pleas
Seth Shellogg of Northwicks in the County of Merioneth Pleas
a Plea of this case for that S^r Seth at S^r Westfield on the
eighth day of November last by his Note for Value received
promised S^r Andrew to pay him or Order Ten pounds three
shillings & two pence lawful money by the first day of
June then next with Interest. Yet S^r Seth the requested has
never paid the same but neglects it to the Damage of said
Andrew Twenty pounds. The Plea appears & the Defendant
the three Times publicly called to come into Court makes
Default of Appearance here. Whereupon it is considered
by the Court that said Andrew do recover against said
Seth Ten pounds nineteen shillings & five pence Damages
& Costs of Suit taxed at £1.10.8 & thereof &c

Broga
Shellogg
N^o 152

Mo
27
Fowler
No 153.

Ashebell Esq of Windsor in the County of Hartford & State of Connecticut
vs
Jesse Phelps Esq of Newburyport in the County of Suffolk & State of Massachusetts
Defendant
Plaintiff
The Court of Sessions in the County of Suffolk in the State of Massachusetts
do hereby certify that the said Jesse Phelps Esq. did on the 13th day of
December last by his Note for Value received jointly & severally promised
said Ashebell to pay him Fifty nine pounds seven shillings & six
pence lawful money or or before the first day of the then next term
following - Yet said Jesse Phelps Esq. or either of them the requested
have never paid the same but neglected to the Damage of said Ashebell
twenty pounds - The Plaintiff appears and the said Jesse Phelps Esq. or
either of them has been publicly called to come into Court to make the Default of
the appearance here - Whereupon it is considered by the Court that the
said Ashebell do recover against said Jesse Phelps Esq. Sixty
four pounds six shillings of lawful money Damages & Costs of
Suit taxed at £ 17. 8. d. the 14th of March 1787

Windsor
Fowler
No 154.

Thomas Taylor Esq of Charlestown in the County of Hampshire
vs
Jonathan Phelps Esq of Conway in the County of Hampshire
Defendant
Plaintiff
The Court of Sessions in the County of Hampshire in the State of Massachusetts
do hereby certify that the said Jonathan Phelps Esq. did on the 17th day of
January Anno Domini 1786 by his Note for Value received
promised to the said Thomas Taylor Esq. Eighty nine pounds ten shillings
and two pence upon Demand with Interest - Yet said Jonathan Phelps
requested to have never paid the same but neglected to the Damage
of said Thomas Taylor Esq. thirty pounds - The Plaintiff appears and the
said Jonathan Phelps Esq. has been publicly called to come into Court to make the Default of
the appearance here - Whereupon it is considered by the Court that the
said Thomas Taylor Esq. do recover against said Jonathan Phelps Esq. Twenty five pounds nineteen
shillings & eleven pence Damages & Costs of Suit taxed at £ 14. 2.
d. the 14th of March

Phelps
Southborough
No 155.

William Phelps Esq of Southborough in the County of Middlesex &
State of Connecticut
vs
The Inhabitants of Southborough in the County of Worcester
Defendant
Plaintiff
The Court of Sessions in the County of Worcester in the State of Massachusetts
do hereby certify that the said Inhabitants of Southborough at said
Springfield on the 20th day of April Anno Domini 1784 by
their Note signed by Mark Collins Esq. as Treasurer of said Town
in behalf of said Town for Value received promised said William
to pay him or Order Forty five pounds eight shillings & some pence lawful
money on Demand with lawful Interest - Also for that the said Inhabitants of
Southborough at said Springfield on the first day of March 1800 were not
by indebted to said William Phelps Esq. in the sum of One hundred fifteen shillings law
ful money to balance Book accounts - in Consideration the of said
Inhabitants of Southborough then & there promised said William to pay
him the same sum when ever after they should the to be required - Yet
said Inhabitants the requested have never performed either of said pro
mises but neglected to the Damage of said William Sixty pounds -
The Plaintiff appears & agree to a Continuance of this Case that there be no Travel taxed
in the Bill - Costs at the next term - And it is thereupon considered by the
Court that said Parties have Day due in Court until the third Tuesday of
May next

Phelps Esq
Logan
No 156.

William Phelps Esq of Boston in the County of Suffolk & State of Massachusetts
vs
Joseph Barnard Esq of Danvers in the County of Essex & State of Massachusetts
Defendant
Plaintiff
The Court of Sessions in the County of Suffolk in the State of Massachusetts
do hereby certify that the said Joseph Barnard Esq. did on the 1st day of
January Anno Domini 1786 by his Note for Value received promised
said William Phelps Esq. One hundred and fifty pounds lawful money
on Demand with lawful Interest - Yet said Joseph Barnard Esq. or either of them
the requested have never paid the same but neglected to the Damage of
said William Phelps Esq. One hundred and fifty pounds lawful money
on Demand with lawful Interest - The Plaintiff appears and the said Joseph
Barnard Esq. or either of them has been publicly called to come into Court to make the Default of
the appearance here - Whereupon it is considered by the Court that the
said William Phelps Esq. do recover against said Joseph Barnard Esq. One hundred and fifty
pounds lawful money Damages & Costs of Suit taxed at £ 14. 2. d. the 14th of March

and South on Peninsula in Virginia and all which the said William claims as his Duke
relance and Right whereunto the said James hath not Entry but by Disfranchising
himself and without Judgment committed within ten years now
past, and whereupon the said William says that he himself within the
Term of ten years now last was seized of the demanded Premises in
his Demesne as of Fee & Right by taking the Profits thereof to the Value of six
hundred by the Year and whereunto said James hath not Entry but
by his Disfranchising a foresaid manner & without Judgment committed
as aforesaid and whereupon the said William complains that the said James
unjustly defrauds him & holds him out therefrom to the Damage of said
William as he saith One hundred pounds

The Plaintiff appears by Moses Bligh Esq. his Att. & the Def. the three Times
publicly called to come into Court makes Default of Appearance
here - Whereupon it is considered by the Court that said William
do recover against said James in agreement for his Service 2nd 1/2
penn of the Lands aforesaid - and the Costs of Suit taxed at £. 14. 10
& thereof

Writ of Tac. hab. Doff. in. of Apr 10. 1787

Timothy Morley of East Windsor in the County of Hartford & State of Conn. Morley
vs. Johnathan Giddiman Esq. & Brighton Dickinson Esq. Defendants in this
County Court Doff. in. & the Case for that said Doff. in. as being
first appeared on the 15th day of February Anno Dom 1786 in his Note
for Value rec'd promised Timothy to pay him or Order Five pounds
lawful Silver Money on Demand with Interest - Yth & Brighton
the requested hath not paid the same but only let it to the Treasurer of
said Timothy Five pounds - The Def. appears in the 2nd & 3rd
Times publicly called to come into Court makes Default of Appearance
here - Whereupon it is considered by the Court that said Timothy
do recover against said Brighton Five pounds six shillings & Damages
& Costs of Suit taxed at £. 10. 2 & thereof - Doff. in. of Aug. 15. 1787

No 157

Samuel Bradish of Windsor in the County of Berkshire, Manu. Plf. Bradish
vs. Ezekiah Goff Rate of Grangeton in the County of Vermont Defendant
in this County Court Doff. in. & the Case for that said Doff. in. as being
first appeared on the 15th day of February Anno Dom 1786 in his Note
for Value rec'd promised Samuel to pay him or Order Five pounds
lawful Silver Money on Demand with Interest - Yth & Brighton
the requested hath not paid the same but only let it to the Treasurer of
said Samuel Five pounds - The Def. appears in the 2nd & 3rd
Times publicly called to come into Court makes Default of Appearance
here - Whereupon it is considered by the Court that said Samuel
do recover against said Brighton Five pounds six shillings & Damages
& Costs of Suit taxed at £. 10. 2 & thereof - Doff. in. of Aug. 15. 1787

No 158

Drury
Norse
No 159

Jonathan Drury of Worthington in this County & Isaac Timothy
Norse late of the same Worthington Husbandman Deftn in a Plea
pass on the Case for that said Timothy a Dr Worthington on the 10th day
of July Anno Dom. 1783 being justly indebted to the Plff in the Sum of
nine pounds lawful money for the like sum of money due before that
said said said out & expended & advanced by the said Jonathan for the
said Timothy at this the said Timothy, special Instance & Request in Considera-
tion thereof the said Timothy undertook & to the Plff then & there partly paid
promised to pay him the same sum or demand & yet the said Timothy did
neglect & refused to pay the same but neglected to the Damage
of said Jonathan Twenty pounds. The Plff appears & also does
the Plff by their respective attys and agree to a Continuance of this Case
until the third Tuesday of May next

Wright Comp
No 160

Sheweth Aaron Wright Deft of Northampton after Defendant that
he recovered Judgment at a Justice Court holden before Ebenezer Strong Esq
on the 23 day of May last against Benjamin Child of Chesterfield
in this County Yearly for the Sum of Three pounds four shillings
and three pence Damages & Costs of Suit taxed at sixteen shillings
& nine pence from which Judgment & Benjamin appealed to this
Court & was moved to prosecute but hath failed to prosecute the same
wherefore he prays Affirmation of said Judgment with additional Damages
& Costs and thereupon it is considered by the Court that said
Aaron do recover against Benjamin Three pounds four shillings
shillings & eleven pence Damages & Costs of Suit taxed at L. 15. 9
d. & thereupon it is considered by the Court that said
Nov. 13. 1787

Edmond Lyman Esq
Adm. Pet. for Sale
of Real Estate &c
No 161

Sheweth Phineas Lyman Administrator cum Testamento
ex parte on the Estate of Edmond Lyman late of Northampton in this
County of Hampshire Esq deceased that the personal Estate of said
Deceased is insufficient to discharge the Debts due from said Deceased
that your Petitioner in August 1785 obtained Liberty from the Court
to make Sale of so much of the Real Estate of said Deceased & would
produce the Sum of Five hundred & fifty eight pounds which is in-
sufficient to discharge said Debts the Sum of Sixty three pounds six shil-
lings & eleven pence three farthings, as appears by a Certificate from
the Office of Registry of Probate for this County - And therefore prays
that he may be allowed to make Sale of so much more of said Deceased's Real Estate
as is enable him to discharge the Remainder of said Debts with Costs of
Sale &c and thereupon it is considered by the Court that said Administrator
may make Sale of so much more of said Deceased's Real Estate as shall
produce the Sum of Sixty nine pounds six shillings & eleven pence three
farthings, he observing the Direction of the Law touching such Sales

Simon Heath
Adm. Pet. for Sale
of Real Estate &c
No 162

Sheweth John Fowler Administrator on the Estate of Simon Heath
late of Westbury in this County deceased that the Debts due from said
Simon Heath exceed the whole personal Estate the Sum of Sixty one pounds
six shillings & two pence as appears by the Certificate annexed &
And therefore prays that he may be authorized to make Sale of so much of
said Simon's Real Estate as shall be sufficient to pay said Debts with
the personal Estate & Charges of Sale &c - And thereupon it is consid-
ered by the Court that said Administrator may make Sale of so
much of the Real Estate of said Simon as shall produce the Sum
of Sixty six pounds six shillings & two pence he observing the
Direction of the Law relating to such Sales

Humbley shew John Ingersoll & Israel Ashley Executors of the last Will and Testament of Benjamin Septon late of Westfield in this County deceased that the personal Estate of said Deceased in insufficient to discharge the Debt due from said Deceased Legacies &c. said Debt &c. exceeding the personal Estate therein of sixty two pounds ten shillings for the payment of which no provision is made in the last Will & Testament of said Deceased as by Certificate from the Office of Registry of Probate of Will &c. appears & And pray they may be allowed to make sale of so much of the Real Estate of said Deceased as to enable them to pay said Debt & Legacies with the costs of Sale &c. and thereupon it is considered by the Court that said Executors may make Sale of so much of the Real Estate of said Deceased as shall produce the sum of sixty five pounds for the purpose aforesaid they observing the Direction of the Law relating to such Sales

Benjamin Septon Ex^r
 Estate Order
 No 163

Elijah Shunk of Northampton in the County of Hampshire Collector of the Duties of Excise in the County of Hampshire John Emmons late of Conway in the County of Hampshire a Prisoner Deft in a Plea that s^r John tender to the Comor wealt^h & to s^r Elijah who sues as well for the Comor wealt^h as for his self thirty pounds lawful money which sum he owes & is presently detained for this to wit that s^r John after the 10th day of July Anno Domini 1783 he took on the twenty first day of March last a Ship & Conway afloat did import into the Comor wealt^h to wit into Conway & landed by land thirty two Gallons of West India Rum the same being there & then exposed & retailed where s^r John took regarding the Statute now in any wise parting the smalls therein contained did not within ten days pay the Collector of Excise aforesaid the Duties thereon where by an Action accrues to s^r Elijah to have a Demand of s^r John of thirty pounds lawful money & Nevertheless s^r John the requested has quitted the same but neglects it to the Damage of s^r Elijah thirty pounds & The Deft appears and the Deft being out of the State it is considered by the Court that this Case be continued to the next term & is continued to the next term

Shunk
 Emmons
 No 164

John Fowler of Southwick in the County of Hampshire Plaintiff Jonathan Doughty of Northampton in the County of Hampshire a Plea that he renders him his reasonable Demand for the time in which he was Bailiff of the s^r Abner of Southwick a Plea for this to wit that whereas s^r Jonathan from the 30th day of December Anno Domini 1782 until the last day of May then next a Southwick aforesaid was Bailiff of s^r Abner & for the time aforesaid had the Care & Administration of two fair & well Battle of being the s^r Abner of the Weight of twenty seven hundred & an half of the size of fifty pounds to wit a n. & are called. Yet in the s^r Southwick to in which he was a maker & on the 20th day of the s^r Abner a reasonable Demand thereof to the same owner when he should be there required to render & yet said Jonathan the of the s^r required said Demand to s^r Abner has not been rendered, but unlawfully neglected & refused to do the same to the Damage of s^r Abner as he saith twenty pounds & The Parties appear & agree to a Continuance & and it is considered by the Court that they have Day in the next term the third Friday of the next term

Fowler
 Doughty
 No 165

Benjamin Thompson of Ware in the County of Hampshire Plaintiff Stephen Whittier of Northampton in the County of Hampshire a Plea for this to wit that s^r Benjamin on the 8th day of September Anno Domini 1782 in his Note for value received promised to pay to s^r Stephen the sum of two pounds seven shillings & six pence & with s^r Stephen told said s^r Stephen the requested hath not paid s^r Stephen but neglected it to the Damage of s^r Stephen the sum of eight shillings & which said Debt was commenced to be tried at Northampton before the Hon^{ble} Judge of the Peace for the County of Hampshire at his Dwelling House on the 10th day of August last past & a whole Court it was considered by the Court that

Thompson
 Whittier
 No 166

Received
 of the
 Court
 No 167

The Plaintiff do recover against the Defendant the sum of £100 & 10s & 6d & costs of suit & 2d and from which judgment the Defendant appealed to this Court & had now at this Term the Appellant appeared & on the 4th day of this Term by various strong arguments he moved that he may now enter his Appeal and it is granted him & And it is considered by the Court that said Parties have Day here in Court on the 11th Tuesday of May next

Isaac Beer & Charles Beer both of New Haven in the County of New Haven & State of Connecticut Traders Plaintiffs in Error, versus the Sheriff of the County of Middlesex in our County of Hampshire Defendant. The Plaintiff before the Justice of the Supreme Judicial Court holden at Springfield in the County of Hampshire, recovered against the Defendant a Judgment of Forty four pounds eleven shillings & one penny Damages & four pounds five shillings & three pence Costs & a Pecuniary Pen. on the 30th Day of September last 1787 on the Plaintiff's Affidavit of a Lawd of the County of Hampshire then & ever since being Sheriff of the County, said Plaintiff sued out of the Clerk of the Peace of the County a forward a Warrant of Execution on the Judgment & directed to the Sheriff to deliver the same to Stephen Child a Deputy under said Clerk to be executed & returned &c. Whereupon said Stephen not regarding his said Office of Deputy Sheriff in the just execution thereof did not make due return the Return of the said Warrant into the Court & said on the Day of the Return thereof nor of his doing upon or in the time thereof nor at any time since &c. Whereby said Plaintiff have wholly lost the Benefit of said Judgment &c. to their Damage & they demand the Plaintiff appear and the Defendant the three Times publicly called to come into Court make default of appearance &c. Whereupon it is considered by the Court that said Isaac Beer do recover against said Charles Beer Forty four pounds eleven shillings & three pence & Costs of suit & Taxes at £100 & 10s & 6d & thereof a

The foregoing Judgments Orders &c being made & entered upon in manner as aforesaid and the Court was adjourned without Day
 Attest Robt Brock Clerk

For the Records of this Court the following Term viz May Term 1787
 May 16th & 17th

At the Court of Common Pleas
holden at Northampton within & for the
County of Hampshire on the last Tuesday
of August being the 29th day of said
Month & at Die in Diem to the second day
of September Anno Domini 1787

Common
Pleas
August
Term
1787

Justices of the said Court
present

Chas^r. Porter Esq^r
John Bliff Esq^r
Samuel Wether Esq^r
Abm^r. Burbanks Esq^r
pro spec. Caus^r

Cases to the Jury
Mitchell vs Triskal 3^d.
Woodbridge vs Gordon
Healey vs Jewell 5^d.

Cur of Trials

John Smith Esq^r Stad

Isaac Barnard 4^o

Chazell Wright

Asahel Berge 1^o

Nath^l Loomis

John Pyndhorn Ches

Jon^h Russell

Isaac Burr Wor

Amasa Smith Bel

Windsor Smith Jr. Stad

Lemuel Dickinson Stat

Thos^h Bowls

Joseph Marshamph Bel

Isaac Stacy abt Bel

Isaac Rook of a Place called Schoeduck in the Manor
of Ransalaur & County of Albany & State of New York
vs
Gideon Phelps of Schoeduck in the County of Schoeduck
in the State of New York
The County of Hampshire Gideon Phelps vs Isaac Rook
of the said County of Hampshire as is of Record here to fore

The Parties severally appear by John Phelps Esq^r
and agree that this Case be continued to the next
Term under the Rule heretofore entered into
and it is considered by the Court that they have
Day here in Court until the second Tuesday of
February next after the last Tuesday of the month
of August

Bildad Fowler of Westfield in the County of Mass^h
vs
Silas Fowler of Southwick in the County of Hampshire
as is of Record here to fore
The Parties appear by John Phelps Esq^r
his Att^y & the Def^t by Theodore Sedgwick Esq^r
his Att^y and they agree that this Case be continued un-
der the Rule of Reference heretofore entered into until
the next Term ~ And it is considered by the Court
that said Parties have Day here in Court until the
second Tuesday of February next after the last Tuesday
of August

B. Fowler
S. Fowler

Francis
vs
Towler

Thomas Francis of the outworks in the County of Hampshire
Plff vs Abner Towler of the same out-
work Defendant in a Plea as is of Record heretofore
The Parties appear and the Referees heretofore chosen by
them, likewise bring into Court their Award in the Word,
following Vizt. " We the Subscribers being appointed
Referees in the Case wherein Thomas Francis is Plff
against Abner Towler Deft and having duly note
" Givd the Parties and fully heard them with their several
" Mas Allegations & Proofs & duly considered the same
" on the 24th day of August 1788 do adjudge award and
" determine that the said Thomas Francis recover
" ^{against said Abner Towler} nineteen pounds four shillings & two pence lawful mo-
" ney, Costs of Arbitration being four pounds nine shilling
" and two pence, the Costs of Court to be taxed by Court
" Ephraim Chamberlain Thomas Perkins M^{rs} Noble
" Referees" - Which said Award is accepted by the Court &
" is considered that said Thomas do recover against said
" Abner nineteen pounds four shillings & two pence of
" lawful Money Damages & Costs of Suit taxed at £10.15.2
and Thence &c
2^d of Jan. 17. 1788

Barker
vs
Tooth

Elisabeth Barker of Watertown in the County of Littlefield
and State of Connecticut Plff vs. Obed Tooth late of
in the County of Hampshire Defendant in a Plea
The Parties appear and agree to a Continuance under
the Rule of Referees heretofore enterd into and it is
considered by the Court that they accordingly have Day
here in Court until the second Tuesday of February
next after the last Tuesday of August aforesaid -

Worthington &
vs
Shenk

John Worthington of Springfield in the County of Hampshire
Esq. Plff vs. Elijah Shenk of Albany in the County aforesaid Gent.
Def in a Plea as is of Record heretofore - The Parties appear
and it is considered by the Court that they have Day here in
Court until the second Tuesday of February next after the
last Tuesday of August aforesaid

Williams
vs
Hanson

Elijah Williams of Halespax in the Province of Nova Scotia
Esq. Plff vs. John Hanson of Shelburne in the County of Hamp-
shire Plaintiff Administrator on the Estate of Samuel Cook late of
said Shelburne Gent. deceased Deft in a Plea of the Case as is of Re-
cord heretofore - The Plff appears by Caleb Strong Esq. his Att^y and
the Deft by Moses Bliff Esq. his Att^y comes & departs the Plff says
as where & says that the Plff has a demand against him
ought not to have a moris law but that of England & the Court
because he says that altho' true it is in the said John was duly
legally appointed Administrator of all a singular the Goods & Chattels
rights and Credits of the said Samuel yet he says that long before
the Commencement of this Action he had on the 24th day of Septem-
ber in the year of our Lord one thousand seven hundred eighty
three in the said John's Estate in the County of Hampshire aforesaid
did account with Elazer Porter Esq. Judge of Probate for the Count-
ty

apossaid, for and touching the Goods Chattels Rights & Credits aforesaid and his Administration on the same and the said Elazer Porter did thereupon being Judge of Probate as aforesaid at Hadley aforesaid on the same Day and Year decree & order him the said John Ransom to be discharged of and from the further Administration of the said Goods & Chattels Rights and Credits of the said Samuel without permitting him the said John to retain in his Hands any part of the same Goods Chattels Rights or Credits to satisfy the Demand aforesaid of the Decy as by the Certificate of the said Judge to the Court here shown appears, which the said John is ready to verify Wherefore he pray Judgment if the said Elajah his Action aforesaid against him ought to have or maintain a Judgment for his Costs And the said Elajah pray Over of the said Certificate of the said Judge of Probate, which is read to him in the Words following, to wit "By Elazer Porter Esq: Judge of the Probate of Wills &c for the County of Hampshire & Commonwealth of Massachusetts --

To Whom it may concern These certify that John Ransom Adm: on the Estate of Samuel Poole late of Shelburne in the County of Hampshire deceased intestate has made a full complete Settlement of said Estate and rendered a full true & complete Account of his said Administration into the Office of Registry of Probate of Wills &c for said County agreeable to Law, and no Provision was made for the payment of any Debt Due or Demand from Elajah Williams late of Duxford in the County of Hampshire an absconding Debtor and the said John Ransom having petitioned for a License on said Estate the same is hereby granted the said John Ransom as Administrator on the Estate of said Samuel Poole agreeable to Law, Given under my hand & the Seal of the Office at Hadley the tenth Day of September in the Year of our Lord One Thousand seven hundred eighty three Elazer Porter" and the same being read & heard the said Elajah say, that the Plea aforesaid by him the said John in Manner & Form above pleaded and the Matters therein contained are an insufficient Answer to the Plea Declaration and that he is not bound by the Law of the Land to answer thereto, wherefore for Want of a sufficient Plea in this behalf the said Elajah pray Judgment & Judgment in his Damages &c And the said John says that the Plea aforesaid by him the said John in Manner & Form above pleaded and the Matters therein contained are a sufficient Answer to the Plea Declaration and that the said Elajah ought by Law to make Answer thereto Whereupon all & singular the Parties being seen and by the Court here fully understood & forasmuch as it appears to the Court that the Plea aforesaid of the said John by him above pleaded and the Matters therein contained is a full & sufficient Answer to the Declaration of the said Elajah Wherefore it is considered by the Court that the said Elajah by his Plea aforesaid do receive Nothing & that for his gross negligence & Claims he be in mercy &c And it is further considered & by the Court that the said John do recover against the said Elajah his Costs in depending the Suit of the said Elajah taxed at £ -- Whereupon the said Elajah by his Att: aforesaid appeals from the Judgment of the Court to the Supreme Judicial Court to be holden at Boston in and for the County of Hampshire on the fourth Tuesday of September next and he requires with Certificates the Law direct, for said Elajah prosecuting his said Appeal with Effect as by said Recognition on File does appear

Marshall Case } Perez Marshall of Granville in the County of Hampshire Joiner & Dep't in a Case of London in the County of Berkshire Joiner & Dep't in a Case of Suspect on the Case as is of Record heretofore. The Parties appear and agree to a Continuance under the Rule of the Court until they enter it into, and it is considered by the Court that said Parties have Day here in Court until the second Tuesday of February next after the last Tuesday of August aforesaid.

Lyman Esq. } Samuel Lyman of Springfield in the County of Hampshire Esq. Dep't. William Scott of Palmer in the County aforesaid Dep't in a Case as is of Record heretofore. The Dep't appears and the Dep't the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Samuel do recover against said William nine hundred and two pounds twelve shillings and six pence of lawful Money Damages & Costs of Court taxed at £215.4 & three of it. Exor. Sep. 28. 1787

Lyman Esq. } Samuel Lyman of Springfield in the County of Hampshire Esq. Dep't. Stephen Noble of Westfield in the County aforesaid Dep't in a Case as is of Record heretofore. The Dep't appears, and the Dep't the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Samuel do recover against said Stephen thirty six pounds eighteen shillings and five pence of lawful Money Damages & Costs of Court taxed at £215.0 & three of it. Exor. Sep. 28. 1787

Mixer } Thomas Mixer of Palmer in the County of Hampshire Joiner & Dep't in a Case of Howe in the County aforesaid. The Parties appear and on the Motion of the Dep't it is considered by the Court that they have Day here in Court until the second Tuesday of February next after the last Tuesday of August aforesaid.

Peace } Joseph Peace of Luffield in the County of Hartford & State of Connecticut Joiner & Dep't in a Case of William Motley of Westfield in the County of Hampshire. The Parties appear and agree to a Continuance under the Rule of the Court until they enter it into, and it is considered by the Court that said Parties have Day here in Court until the second Tuesday of February next after the last Tuesday of August aforesaid.

Smith } Richard Smith of the City & County of New London & State of New York Dep't. John Cook of Amherst in the County of Hampshire. The Parties appear and agree to a Continuance under the Rule of the Court until they enter it into, and it is considered by the Court that they have Day here in Court until the second Tuesday of February next after the last Tuesday of August aforesaid.

Nathaniel Danielson of Brunswick in the County of Hampshire Esq^r
Plff^r vs John Wallis of Mieson in the County of Suffolk Husbandman Def^t Danielson
in a Plea as is of Record hitherto - The Plea being now three Times
called is Nonsuit and the Def^t is defaulted & the Action is dismissed Wallis

Caleb Cooky of Long Meadow in the County of Hampshire Esq^r vs William Thynne of Brookham in the County of Suffolk Esq^r Thynne
and William Burton of Boston in the said County of Suffolk Esq^r Thynne & Burton
Def^t in a Plea as is of Record hitherto - The Plea appears by John
Hooker Gent^l his Att^y and the Def^t by Caleb Thynne Esq^r Thynne's Att^y come
and defend & and reserving Liberty to plead answer at the Supreme
Court, say that they are not guilty in Matter and Form as the Pl^{ff}
hath alleged and pray Judgment - And the said Cooky con-
sents to said Declaration says the said Plea of the said Thynne & Bur-
ton is insufficient & that of prayer Judgment - Whereupon after regular
pleas being seen and by the Court well understood, forasmuch
as it appears to the Court that the Plea aforesaid of the said Thynne & Bur-
ton by them above pleaded, and the matter therein contained is
an insufficient answer to the Declaration of the said Caleb, & ought not
to hinder him the said Caleb from having & maintaining his said
Action - Therefore it is considered by the Court that said Caleb do
recover against said Thynne & Burton fifty pounds of lawful
Money Damages & Costs of Suit taxed at four pounds nineteen
shillings and two pence - Whereupon the said Thynne
and Burton by their Att^y aforesaid appeal from the Judgment of the
Court to the Supreme Judicial Court to be holden at Newbury in and
for the County of Hampshire on the fourth Tuesday of September next
and he recognizes with sureties as the Law directs for their prosecut-
ing their Appeal with Effect as by said Recognizance on File does
appear

Nathan Whitmay of Conway in the County of Hampshire Esq^r vs John
Hona Curtes late of Plantation called Number Seven in the County of Hampshire
Husbandman & Abel Dunsmore of Conway aforesaid
Gent^l Def^t in a Plea as is of Record hitherto - The Parties sever-
ally appear and John Hastings Esq^r & others hitherto appointed & re-
ferred in this Case now bring into Court their Averages in the Words
following Viz^t The Referees - We have to report that
we have attended the Business assigned us by the Rule & having
fully heard the Parties and considered their several Pleas & Proofs
& Allegations, We determine & award as follows Viz^t that the said
Nathan Whitmay do recover against the said John Curtes & Abel
Dunsmore the Sum of Nine pounds Damages & the Cost of this Expense
which being Two pounds fifteen shillings also the Cost of Court to
be taxed by the Court all which is humbly submitted to the Justices
Israel Chapin David Billings - Which said Award is ac-
cepted and it is considered by the Court that said Nathan do
recover against said John & Abel Nine pounds of lawful Mo-
ney Damages & Costs of Suit taxed at Ten pounds one shilling and
two pence & there of &c Exon^r if Sep. 5. 1788

Author's
Bowdoin & al

Charles Ward Esq^r of the City County & State of New York Esq^r & James Bowdoin of Boston in the County of Suffolk Esq^r & David Monroe of Northborough in the County of Worcester Gent^l Deft in a Plea, as is of Record heretofore. The Parties appear and agree to a Continuance under the Rule of Reference heretofore enter'd into, and it is considered by the Court that they accordingly have Day here in Court untill the second Tuesday of February next after the last Tuesday of August aforesaid

Pepper & al
Hammum

Jacob Pepper of Ware in the County of Hampshire Husbandman
v. Mary his Wife Deft v. Caleb Hammum of Delchester town in the County aforesaid Husbandman Deft in a Plea, as is of Record heretofore. The Parties appear and Danforth Hey's Esq^r & others heretofore chosen Referees now bring into Court their Award as follows Viz^t
" We the subscribers have attended the Pursuit & read the Parties
" their several Pleas & Allegations & after duly considering the same
" do award & determine the within named Jacob Pepper & Mary his
" Wife recover of the within named Caleb Hammum Thirty shillings
" and Costs of Court to be taxed by the Court & the Costs of the Reference
" amounting to the sum of Four pounds in full of all Demands
" and Controversies what soever Danforth Hey, Wm. Scott & Mattoon
" Referees ~ Which being considered is accepted ~ and thus upon
" it is considered by the Court that said Jacob & Mary do recover
" against said Caleb Thirty shillings of lawful money Damages
" & Costs of Suit taxed at £ 11. 8. 6. there of &c
" 20th of Sep^r 12. 1757

Wheeler App^t
on & al App^t

Nriah Wheeler of Sudbury in the County of Middlesex Yeoman Appell^t
v. Thomas Tapon of Deerfield in the County of Hampshire Goldwearer &
Thomas Tapon Jun^r of Conway in the County of Hampshire Goldwearer
Appellees in a Plea as is of Record heretofore The Parties appear by
their respective Att^{ys} and agree to refer this Case to the Determination
of John Williams Esq^r & John Stork & Nriah Allen the Award of them
or any two of them to be final, Judgement to be made up & Execution
issued accordingly ~ and it is considered by the Court that the foregoing
Agreement of the said Parties be a Rule of this Court and that
they have Day here in Court untill the second Tuesday of February
next after the last Tuesday of August aforesaid

Ashley Esq^r
Anderson

Jonathan Ashley of Belburne in the County of Hampshire Esq^r
Deft v. John Anderson of Deerfield in the County aforesaid Weaver
Deft in a Plea as is of Record heretofore ~ The Deft having de
ceased since Commencement of this Suit ~ The Administrators
by Simon Strong Esq^r their Att^{ys} now appear in Court to prosecute
this Action, and they are accordingly admitted, and the Deft also
appears and they agree that this Case be continued under the Rule
of Reference heretofore enter'd into by the Parties aforesaid untill
the next Term, and it is considered by the Court that accordingly
they have Day here in Court untill the second Tuesday of February
next after the last Tuesday of August next

Wheeler
Anderson
Wheeler

Indwelling of Brimfield in the County of Hampshire the Dowry's minor
heir on the Estate of a deceased Esq^r & Esq^r of Pal
mer in the County aforesaid Deft in a Plea as is of Record
heretofore ~ The Parties severally appear and Thomas Appam and
others heretofore appointed Referees now bring into Court their Award as
follows Viz^t We the subscribers ~ having duly notified the Parties
and met them at the Dwelling House of Dr. Head Crast & Mr. Alder in

Brunfield and fully heard them and their several Phas. Allegations & Evidences in this Cause, after mature & serious Consideration do award and determine that the said Lydia Thing in her said Capacity sue or against the said Jesse Thing the Sum of Two hundred & seventy three pounds five shillings and eight pence lawful Money Damage and Costs of Court & Expence Costs of Court to be taxed by the Court as the Costs of Plaintiff being one pound & fifteen shillings & some pence - and We further award that a Writ of Execution shall not issue upon the Judgment which may be rendered pursuant to this Award until the said Lydia Thing in her said Capacity or such Administrator as may be hereafter appointed on the same Estate shall have duly executed under hand & seal a Letter of Attorney and shall lodge the same in the Office of the Clerk of this Court for the Use of the said Jesse Thing thereby empowering the said Jesse Thing to demand recover & receive against one Charles Eddy the contents of a Note of hand signed by said Eddy dated December 31. 1785 whereby said Eddy promised to pay to the said Isaac Thing or Order the Sum of One hundred and twenty pounds in Connecticut Loan Office Notes to be paid in one Year from the Date of said Note with Interest till paid, the same to be demanded recovered & received at the proper Costs & Expenses of the said Jesse Thing or his Assignee and when recovered to be disposed of to him the said Jesse Thing for proper Use & Benefit all which is humbly submitted Thomas Dwigth Foster - Aaron Morris - Which is Award

Which I Award
is accepted, and it is considered by the Court that said Lydia in her
said Capacity do recover against said Defor Two hundred & seventy
three pounds five shillings & eight pence of lawful Money Damages
and Costs of Suit taxed at £ and that thereof she may
have her Execution on the Condition abovementioned

Mary Leverett of Middleboro in the County of Middlesex State of Mass
next and Widow Dep is Samuel Nichols of Brimfield in the County of
of Hampshire Count^y Dep in a Plea of Exemption as is of Record
heretofore - The Dep appears by Abner Morgan Esq^r her Att^y and the
Dep the three Times, publicly called to come into Court makes Default
of appearance here - Whereupon it is considered by the Court that
said Mary do recover against said Samuel Judgment for her
claim & Expenses of the Tracts of Lands and for costs said Sam
uel shall within two months from the Time of this Judgment
pay to said Mary the sum of
and the Costs of Suit taxed at \$2.14⁰⁰

Thomas Wallis of Holland in the County of Hampshire Physician
 Dep v. J. B. Holbrook of Woodstock in the County of Windham & State
 of Connecticut Husbandman Dep in a. The a. as is of Record
 heretofore — The Dep appears by Abner Mogen Esq. his att^y and the
 Dep by Caleb Strong Esq. his att^y come & defende and for the a.
 says he never promised in a Manner & Form as the Dep in his
 Declaration against him hath alleged & threat^s to him upon his
 Country — and the said Thomas reserving Liberty to join the a. he
 tendered at the Supreme Court says the Dep aforesaid is an insuffi-
 cient Answer to the Declaration aforesaid and that he is not bound
 by Law to answer thereto and for Want of a sufficient Plea the Dep
 prays Judgment for his Damages & Costs and the said J. B. agree-
 ing to said Reservation says his Plea aforesaid is sufficient & therof
 prays Judgment — Whereupon all and singular the Premises being seen

and by the Court here fully understood - so that it appears to the Court that the
Plea of assumpsit of the said Job by him above phrased and the matters therein con-
tained is a full & sufficient Answer to the Declaration of the said Thomas
and that the said Thomas by his said Plea do receive nothing - Therefore it is
considered that said Thomas for his groundless Claim be in mercy
and that said Job do recover against said Thomas his Costs in de-
fending the Suit of the said Thomas taxed at £
whereupon said Thomas by his said Att^y does appeal from the Judgment
of this Court to the Supreme Judicial Court to be holden at Springfield
in and for the County of Hampshire on the fourth Tuesday of September
next and he recognizes with Sureties as the Law directs for said Thomas
prosecuting his said Appeal with Effect

Leverett
vs
Brown

Mary Leverett of Middletown in the County of Middlesex & State of
Connecticut Widow Pl^t vs Jonathan Brown Jun^r of Springfield in
the County of Hampshire Gent^l in a Plea of Assumpsit &c as is of Record
heretofore - The Pl^t appears by Abner Morgan Esq^r her Att^y and the Def^t
the three Times publicly called to come into Court makes Default of Ap-
pearance here - Whereupon it is considered by the Court that said
Mary do recover against said Jonathan Judgment for her Tithin and
Possession of the Tract of Land demanded &c unless said Jonathan
shall within two months pay to said Mary the sum of
and Costs of Suit taxed at £2. 16. 0

Remington
vs
Exch^r Southworth

John Remington of Cummington in the County of Hampshire Pl^t vs
Exch^r Southworth of the same County Defendant in a Plea of Assumpsit
in a Plea &c as is of Record heretofore - The Pl^t being now three Times
called is now with the Def^t defaulted and the Action is dismissed

Colman
vs
Phillips

Nathaniel Colman of Chesterfield in the County of Hampshire Pl^t vs
Ezra Phillips of the same County Defendant in a Plea of Assumpsit &c
in a Plea &c as is of Record heretofore - The Parties mutually appear
and Nahum Bager Esq^r & others heretofore appointed Referees like
bring into Court their Award in the following words 1785 -
We the Subscribers being appointed Referees &c having notified
the Parties and for six days heard the Parties with their respective
Evidence Allegations & Proofs and having duly considered the
same do judge award & determine that the within named Nathaniel
Colman shall recover of Ezra Phillips within named the sum
of Twenty one pounds three shillings & eleven pence Damages and
Costs of Referees being twelve pounds seven shillings & eight pence
and Costs of Court to be taxed by the Court and that this Award
shall be a final Settlement between the Parties of all Demands
subsisting to the Time of their entering into the within Rule all
which is done & submitted Aug 28. 1787. Nahum Bager
Esq^r & Juris Counsellor Eaton

Which said Award is accepted and it is considered by the Court
that said Nathaniel do recover against said Ezra Twenty one
pounds three shillings & eleven pence of lawful money Damages
& Costs of Suit taxed at £15. 3. 3 & thereof &c
Exec^d off Sep^r 22. 1787

John Anderson of Deerfield in the County of Hampshire Yeoman
Plff vs Jonathan Ashley of Marlboro in the County aforesaid. Ego Dfth
in a Plea as is of Record heretofore. The Dfth appears by Samuel
Barnard Esq^r his Att^y and Simon Strong Esq^r Att^y to the Administrator
of the Dfth deceased since the last Term of this Court / now comes into
Court to defend &c, and he is accordingly admitted &c, and the
said Simon on behalf of said Administrator agrees to the same
Rule of Reference heretofore entered into at a former Term of this
Court between the said Parties ~ And it is thereupon considered by
the Court that this Case be continued under the Rule aforesaid
untill the second Tuesday of February next

Anderson
Ashley

Noah Ashley of Westfield in the County of Hampshire Junior Plff
vs Patrick McLean Taylor & Barnabas. William Weaver both late of
Southwick in the County aforesaid Dfth in a Plea as is of Record
heretofore. The Plff appears and prays leave to discontinue this
Action and it is granted him, and that Dfth the called make De
fault of Appearance here

Ashley
McLean

Samuel Bradish of Windsor in the County of Berkshire Yeoman
Plff vs Henrichy Esq^r late of Greenfield in the County of Hamp-
shire Yeoman Dfth in a Plea as is of Record heretofore. The
Plff appears by Samuel Hinckley Gent^l his Att^y and the Dfth by
Calap Strong Esq^r his Att^y and they agree to refer this Case to the Judg-
ment Award & Determination of Ezequier Sturtevant Esq^r Elijah
Sturtevant Esq^r & Mr. Oliver Barnard the Award of them or any two
of them to be final to be returned into this Court, Judgement to be
made up & given if need accordingly; and it is considered by the
Court that the Agreement aforesaid of the said Parties be entered
as the Rule of this Court and that the said Parties have Day here in
Court untill the second Tuesday of February next

Bradish
Henrichy

David Park Gent^l William Sheldon Physician & Lucy Collier Widow
Plff vs Samuel Bliff of Longmeadow in the County of Hampshire
Yeoman an absconding Debtor & Gideon Park of the same Longmeadow
Esq^r Agent & Trustee of said Samuel Bliff in a Plea as is of Record
heretofore. The Plffs being three Times called as aforesaid & the Dfth
defaulted and the Action is dismissed

Park
Bliff

Timothy Burr of the City & County of Hartford & State of Conn
Merchant Trader Plff vs Joshua Swin late of Hartford in the County of
Hampshire a bankrupt & absconding Debtor & Nathaniel Smith of the same
Hartford Yeoman the Tenant Agents trustees & more of the Joshua
Dfth in a Plea as is of Record heretofore. The Plff appears by
Simon Strong Esq^r his Att^y and it is considered by the Court
that this Case be continued to the next Term the second Tuesday of
February next

Burr
Swin
Smith

Simon Smith the Trader & Goods Dealer Plff vs the City & County of
Hartford & State of Conn. Merchants & more of the same
the County of Hampshire an absconding Debtor & Nathaniel
Smith of the same Hartford Yeoman Dfth in a Plea as is of
Record heretofore. The Plff appears by Simon Strong Esq^r his Att^y and
it is considered by the Court that this Case be continued to the
next Term the second Tuesday of February next

Smith
City & County of Hartford

To them
as
Caring & Agents

Charles Stoughton of Hartford in the County of Hartford & late of
resolute & trader Philip Joshua Davis of Newbury in the County of Ham-
pshire an absent & absconding Debtor & Nathaniel Smith of the same & the
terbury woman Agent & Trustee of said Joshua Davis - The Plaintiff
by Simon Strong Esq. his Att. and it is concluded by the Court that
this can be continued to the next Term the second Tuesday of February
next

New Entries

Hammond

Gigueth

No 1

Phineas Hammond of Belchertown in the County of Hampshire John
Philip W. Lewis Nicholas Gigueth Physician, Samuel Dexter Trader Allen
Durant Stationer, Samuel & John Goldsmith Levi Lyman John James
Shepard Thomas & William Lyman Esq. all of Northampton in the
County of said Deft in a Process of Compulsion in a Plea that they render
to the said Phineas Twenty four pounds two shillings & four pence lawful
Money which to him they owe & pour him unjustly detain and
whereon the said Phineas says, that whereas the said Nicholas Gigueth on
the fifteenth day of May in the Year of our Lord One thousand seven hundred
and eighty six was a Prisoner in the Goal in Northampton within the
said County of Hampshire at the suit of the said Phineas being duly
committed to the same Goal by Virtue of a Writ of Execution in
Favour of the said Phineas on a Judgment recovered by Phineas
against said Lewis at a Court of Common Pleas before that Time
legally holden within and for the same County & then by Virtue of
the same Execution remaining within the same Goal in the Custody
Guard & safe keeping of Elisha Porter Esq. Sheriff of the same County
and keeper of the same Goal, they the said Lewis Nicholas Samuel
Dexter Allen Samuel & John James & William then & with at
said Northampton on the same Day & Year by their certain Writings
obligatory sealed with their seals in Court to be produced acknow-
ledged themselves to be holden and to stand firmly bound to said Elisha
Porter Esq. Sheriff of the said County of Hampshire in the said sum
of Twenty four pounds two shillings & four pence the said Gigueth
being by Virtue of the same Execution then & there imprisoned as
aforesaid for the sum of Twelve pounds one shilling & two pence
in lawful money to be paid to the said Elisha or his certain Att.
Executors Administrators or assigns on Demand to which Bond
or Writing obligatory the Conditions thereof was under written in
the words following that is to say that if the above bounden Lewis
Gigueth now a Prisoner in the Goal in Northampton within the
County of Hampshire at the suit of Phineas Hammond do & shall
from hence forth continue to be a Prisoner in the Custody Guard & safe
keeping of Elisha Porter Esq. Sheriff of the same Prison & in the
Custody & safe keeping of his Deputy Officers & servants or some one
of them within the limits of the said Prison until he shall be
lawfully discharged without committing any Manner of Escape
or escapes during the Time of his Detention then this Obligation to be
void & else to abide in full force & Virtue - And the said Phineas
in back says that afterwards & before the said Lewis Nicholas was
lawfully discharged & while the Contents of the same Execution were
wholly unpaid and during the Time of his Detention aforesaid
and while he ought to have remained a true Prisoner within the
Goal in the Custody of the said Elisha then & ever since the Sheriff of said
County & keeper of the same Goal & in the Custody & safe keeping of
the said Elisha Deputy Officers & servants within the limits of
said Prison to wit on the ninth Day of April last past & at
divers Days in time between the said fifteenth Day of May and the

Hammond
Jaques
p. 1.

some ninth Day of April did escape from the Gaoler of the Prison and
 go at large withersoever he would to wit at Northampton aforesaid
 whereby the said Bond became forfeited to said Elisha Porter as Sheriff
 of said County and said Shinnhas further says that afterwards
 to wit on the ninth day of July current the same Bond was forfeit
 as aforesaid the said Elisha Porter Sheriff as aforesaid by a cer-
 tain Indorsement on that Writing obligatory under the hand and seal
 of the said Sheriff which the said Shinnhas will produce in Court
 the Date whereof is the same Day & Year assigned to said Shinnhas
 the said Writing obligatory according to the Form & Effect of the Statute
 in that Case provided of all which said Lewis Nicholas Samuel Allen
 Samuel Levi James & William then & there had notice by Reason of
 which Premises and by Force of the Statute in such Case provided
 Acknow arrived to the said Shinnhas to demand & have of the said
 Lewis Nicholas Samuel Dexter Allen Samuel Stiles Levi James &
 William the said twenty four pounds two shillings & four pence
 yet said ^{Sheriff} Nicholas Samuel Dexter Allen Samuel Stiles Levi James
 & William have never paid the same or any part thereof the
 requested but unjustly neglect & refuse to do so to the Damage of
 the said Shinnhas Thirty pounds - Whereupon was commenced
 to be heard before Judge Clarke Esq. one of the Justices of the Peace in & for
 the County of Hampshire and now brought up to this Court agreeable to the
 Statute in such Case provided - The Defendant in his own Person &
 the Deft by their Att. and they move that this Case may
 be continued that they may have opportunity to plead specially -
 And it is considered by the Court that they have Day here in Court
 untill the second Tuesday of February next

David Mitchell of South Hadley in the County of Hampshire Husbandman
 Plaintiff vs. John Bishop of South Hadley Husbandman & Daniel Putnam
 of Leverett Husbandman, & the Defendant of Conway Gent. & others
 Billings of the Indebtedness & all in the County aforesaid Deft in a Plea
 of Trespas wherein the said David complains that said Daniel
 John & Abel at said South Hadley on the twenty seventh day of
 January last past have stolen One hundred & twenty five pounds
 of Sheep One Beaver Hat One Cattle one Horned one
 walking Cane One black Silk Standkerchief one pair of shoes
 all the proper Goods of the said David all with the Entry thereof
 found at said South Hadley with Force & Arms by him carried
 away & many other Misdemeanors to the said David then
 & there did contrary to Law & against the Peace of the Common-
 wealth & to the Damage of said David Eighty pounds
 which said Case was commenced to be heard before Judge
 Porter Esq. one of the Justices of the Peace in & for the County
 of Hampshire and brought up to this Court with the Indorsement
 Declaration agreeable to the Statute in such Case provided & recorded
 and filed in the Clerks Office seven Days before the sitting of the Court
 The Defendant by his Counsel Mr. J. P. Esq. Att. had the same in-
 by Moses Bishop Esq. his Att. & says he is not guilty in manner set forth in his Plea
 his Declaration against him hath alleged and the Court hath
 on the Country - And the Plaintiff likewise - And the said John comes

Mitchel
vs
Bishop &
Putnam
p. 2

and depends. He forewears Injury when so and says he is not guilty in manner
and form as the Plaintiff has declared. I am against him that he alleged and
thereof puts himself on the Country - And the Jury likewise

And the said Israel cannot deny the Torred Injury when he and says he is not guilty in Hammer & Horn as the City in his Declaration against him hath alledged & thereof puts himself on the Country.

And the Jtts likewise — And the said Abel Devenore by in-
tial consent of the Parties notwithstanding his Default before the his-
tice appears by Me for Plff Ed his Att & depends the Force & Injury where
or, and says he is not guilty in Ma or er as the Jtts hath
alleged in his Declaration and then of puts himself on the Country
and the Jtts likewise — Whereupon the Jurors of the Jury accord-
ing to the Force & Effect of the Statute in such Case made & provided
at this Time returned & in parcellled being demanded likewise
some here, who to say the Truth concerning the Pennies, being duly
sworn declare upon their Oaths that they find the several Plffs
guilty and a just Damages ab sixty one pound, seventeen shillings
and nine pence — Whereupon it is considered by the Court
that said David do recover against said Ab Isa Isa Isa and
Abel sixty one pound, seventeen shillings & nine pence of lawful
Money Damages, and Costs of Suit taxed ab £10 19 9 —

Whereupon the said Isaac Israel Petronabel by Clishach Smith their
Att. appeal from the Judgment of this Court to the Supreme Judicial
Court to be holden and sitting held in & for the County of Hampshire
on the fourth Tuesday of September next and he recognizes with
Sureties as the Law directs for their prosecuting their said Appeal
with Effect as appears from the Docket of this Court — — —

Woodbridge
Fish & Co
No. 3

Sahuel Woodbridge of South Hadley in the County of Hampshire sheweth
that as he hath applied unto the Court of Sessions at New Bedford
of Her Majesty's Bench, where Benjamin Bellingham Esq^r. & Nathaniel Dummer
Esq^r are Justices of the Peace, a Justice of the Peace in a Plea of Trespas
wherein the said Sahuel complains that the said Asa Israel Schoolmaster
at said South Hadley on the twenty seventh Day of January last past
the said Sahuel dwelling House in said South Hadley with Force &
Arms broke Latched and Opened the same worth Eighteen pounds one
shilling worth fifty four shillings one Shilling worth six shillings one
penny worth thirty shillings one Beaver Hat worth thirty shillings
one pair of Boots worth twenty shillings one pair of Shoes worth
five shillings one pair of Velvet worth thirty shillings one Velvet
Packcoat worth thirty shillings one Broad Cloth Jacket worth seven-
ty eight shillings one Cotton Jacket worth twenty two shillings
ten pounds of Butter worth five shillings twelve pounds of
Cheese worth six shillings a Honey Comb worth forty pence of
Sausages worth twenty four shillings two bushels of Dried Apples
worth eight shillings one Cask of Raisins worth eight shillings
five pence of Pickings worth twenty five shillings six Pence worth ten shillings
three pairs of Mittens worth eight shillings three Buckstands worth eight
shillings three Buffs Breaths worth eight shillings four bushels
of Oats worth seven shillings four bushels of Wheat worth twenty
shillings all the personal Goods & Chattels of the said Sahuel all found
absent from South Hadley with Force Arms took away and then a-
lone with Force Arms to wit with Gun, Pistols several & Bayonets
and a Paul made on the Body of the said Sahuel he being then
and there in the Face of God & the Commonwealth slain beat
wounded cruelly intruded and him falsely imprisoned and
detained of his Lawful Liberty during the whole of the same Day
and for two days thence next following carrying him by Force and

Woodbridge
Fisker

against his Will from his Dwelling House at distant parts & Place depriving him of Food and Rest and holding him for all that time in constant Fear and Danger of Bodily Offence & Death and many other Wrongs & Injuries. He said & shewed that & then did contravene to Law and the Peace of the Commonwealth, to the Damage of said Plaintiff two hundred pounds. Which Case was commenced to be heard before Charles Porter Esq. one of the Justices of the Peace in & for the said County of Hampshire, and brot up to this Court with the foregoing new Declaration filed in the Case in the Clerks Office seven Days before the sitting of this Court agreeable to the Statute in such Case made & provided. The Plaintiff appears by Simon Strong Esq. his Att^y and the said Asa by Moses W. Esq. his Att^y comes & defends in the Force and Injury whence and says he is not guilty in Manner & Form as the Plaintiff in his Declaration hath alleged and thereof puts himself on the Country and the Plaintiff likewise. And the said Isaac & John come & defend the Force & Injury whence and severally shew & say they are not guilty in Manner & Form as the Plaintiff in his Declaration hath alleged and thereof put themselves on the Country; and the Plaintiff likewise.

And the said Abel & Simon by mutual Consent of Parties not withstanding his Default before the Justice now appears & defends the Force & Injury whence and says he is not guilty in Manner & Form as the Plaintiff in his Declaration hath alleged and thereof puts himself on the Country. And the Plaintiff likewise.

Whereupon a Jury is impanelled and sworn according to the Statute to try the Issue who declare upon their Oaths by Mr. John Smith their Foreman that they find the Defendants severally guilty and a just Damages at Sixty two pounds eight Shillings & four pence.

And it is thereupon considered by the Court that said Plaintiff do recover against said Asa Isaac John & Abel Sixty two pounds eight Shillings & four pence of Lawful Money Damages & Costs of Suit taxed at £130 8 0. Whereon the said Asa in his own Person now comes here in Court and as Att^y to the other Defendants appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Sunday of September next and he requires with him as the Law direct for their prosecuting their said Appeal with Effect as by said Statute are enacted in the Doct^r of the Court here.

David Park Gent^l William Holders, Physician & Lucy Cotton Widow all of Long Meadow in the County of Hampshire Administrators on the Estate of Samuel Collins late of said Long Meadow demand Intestate & in said Capacity Plaintiff or Caleb Cook of the same Long Meadow Defendant both in a Writ of Contribution in a Plea of the Case for his the said Caleb not, or otherwise his several Promises by his several Notes of hand to the said Intestate to the Plaintiff Damage One hundred & fifty pounds. Which said Action was commenced to be heard before Charles Porter Esq. one of the Justices of the Peace in & for the said County of Hampshire, and now brot up to this Court agreeable to the Statute in such Cases, provided. The Plaintiff appears by Geo. Blissett Gent^l his Att^y and the Defendant by Wm. Blissett Esq. his Att^y and they agree to upon this Case with all Demands subsisting between said Plaintiff in their said Capacity & the said Caleb & the Defendant. Award a Determination of a Jury. Plaintiff William Holders Esq. and a Wm. Luke Plaintiff the award of them among themselves to be final to be returned into this Court, Judgment to be made up and Execution issued accordingly. And it is considered by the Court

Practical Adv^{ce}
Cookes
p. 4

that the agreement aforesaid of the said Parties be entered as the Rule of this Court in said Case, and that the said Parties have Day here in Court until the second Tuesday of February next

Exhibit adm^d
21
Cooley
p. 5

David Bush Gent^l William Helder Physician & Lucy Cotton Widow all of Long Meadows in the County of Hampshire Administrators on the Estate of Samuel Cotton late of said Long Meadows deceased Substate Pleas of Caleb Cooley of Long Meadows aforesaid & Jonathan Deft in a Plea of Conception in & Plea of the Case. The said Caleb Cooley not, person in his several Promises to said Substate, to the Pleas Damage one hundred pounds & which Action was commenced to be heard by Moses Bliff Esq^r one of the Justices of the Peace in & for said County of Hampshire and now brought up to this Court agreeable to the Statute in such Case made & provided. The Pleas appear by Geo. Bliff Gent^l their Att^y and they Deft by Moses Bliff Esq^r his Att^y and they agree to refer this Case to the Judgment, heard & Determination of John Bliff & William Squelton Esq^r & Mr Luke Bliff the Award of them or any two of them to be returned into this Court, Judgments to be made up and Execution issued accordingly & and it is considered by the Court that the agreement aforesaid of the said Parties be entered as the Rule of this Court, and the said Parties have Day here in Court until the second Tuesday of February next

Exhibit
21
Cooley
p. 6

Nathaniel Bush of Long Meadows in the County of Hampshire Plaintiff Deft^r v. Jonathan Cooley of the same Long Meadows Defendant Deft^r in a Plea of Trespass &c. Which Case was commenced to be heard before Moses Bliff Esq^r and referred by the said Parties agreeable to the Statute in such Case made & provided and the Parties now send into Court their Award as follows Vizt. We the undersigned appointed Referees &c. after having heard the Parties and their Evidence do adjudged award that the said Nathaniel shall & do pay to the said Jonathan the Sum of Thirty pounds Lawful Money together with the Costs of this Reference taxed at thirty six shillings & six pence and the Cost of Court to be taxed by the Court all which is submitted to us by our hands Wm. Squelton Samuel Symon & Jonathan Deft^r Referees

Which said Award is accepted and it is considered by the Court that said Nathaniel do recover against Jonathan Thirty pounds Lawful Money Damages & Costs of which taxed at £36 s 6 & three of &c. Done at Sep^r 6. 1787

Fishes
21
Harris
p. 7

Herckiah Fish of South Brimfield in the County of Hampshire Plaintiff v. Josiah Arms of Brimfield in the County aforesaid Blacksmith Deft^r in a Plea of Detention for that said Josiah on the twenty sixth Day of April last past at a Place called Asa Fishs Barn in South Brimfield aforesaid took one black and white ox one red and white ox six years old then tiring and one white cow four years this Spring of the Pleas & drove them away and impounded them in a Barn year & so long as to Major Nathaniel Dunsellor in said Brimfield aforesaid the said plaintiff thereunto by Detention against the said Detention till this Day which is to the Damage of the said Herckiah as he sueth the Sum of Twenty pounds. The Pleas appear by their Morgan Esq^r his Att^y and

the Deft by Caleb Strong Esq^r his Att^y and they agree that this Case be continued to the next Term and it is considered by the Court that they have Day here in Court untill the second Tuesday of February next

Stephen Rogers of South Brimfield in the County of Hampshire, Rogers
Husbandman Plff^r vs. Josiah Arms of Brimfield in the County
of said Blacksmith Deft in a Plea of Reprehⁿ for that said Arms
on the twenty sixth Day of April last past and there called
Asa Fisks Barn in South Brimfield aforesaid two red Cows one
red white faced Heifer of the Plff^r and drove them away and
impounded them in a Barnyard belonging to Lewis Collins in
said Brimfield and in the said place and there unjustly detained
against Pledges & Duties till this Day which is to the Damage of
the said Stephen Twelve pounds The Plff^r appears by H^{on}
ner Morgan Esq^r his Att^y and the Deft by Caleb Strong Esq^r his Att^y
and they agree to a continuance and it is considered by the Court
that they have Day here in Court untill the second Tuesday of
February next

No 8

Oliver Williams of Windsor in the County of Berkshire Black-
smith Plff^r vs. Sherebrake Baker of Orange in the County of Hamp-
shire Husbandman Deft in a Plea of the Case for that said Baker
also at Orange aforesaid on the Day of the purchase of this Whip was
indebted to the Plff^r in the Sum of Sixty four pounds according to
the Account he sent to annexed & being so indebted he Sherebrake then
and there in Consideration thereof promised the Plff^r to pay him the
same Sum on Demand. but he has not paid the same to the Da-
mage of Oliver One hundred pounds - Where Case was con-
menced to be heard before Joseph Mitchell Esq^r one of the Justices
of the Peace in & for the County of Hampshire. and now bro't up
to this Court agreeable to the Statute in such Case made, provided
The Parties appear. and on the Motion of the Plff^r for a Continuance
it is considered by the Court that said Parties have Day here in
Court untill the second Tuesday of February next

Williams
Baker
No 9

Woodiah Leonard of Sunderland in the County of Hampshire
Gent^l Plff^r vs. Asa Fisks of South Brimfield Gent^l Reuben Dickin-
son Gent^l John Billings Gent^l John Ingram Esq^r the Husbandman all of
Hampshire, Peter Sampson of New Salem Gent^l Joseph Holton of New
Salem Gent^l Joseph Hinds of Greenworth Gent^l & Eleazar Hinds of
said Greenworth Husbandman all in the County aforesaid Deft
in a Plea of Assault wherein said Woodiah complains that the said
Fisks Dickinson Billings Ingram Sampson Holton Joseph Hinds and
Solomon Hinds at South Hadley in the same County on the twenty
fourth Day of January last past with force & violence to wit with Guns
Cutlasses Pistols Swords & Daggers an assault made on the Body of
the said Woodiah he being then & there in the Peace of God & the Law
mon wealt & him did beat wound & kill so that his life was in
Danger and him did falsely imprison & restrain of his lawful
Liberty throughout the whole of the same Day & the same false Imprison-
ment did continue him in Prison unlawfully & did set
him free for nine Days next following the same twenty fourth Day of
January carrying him about by force & against his Will from
Place to Place threatening him with bodily Hurt & Death & depriving him

Leonard
Dickinson
No 10

Leonard
or
Tiskwal

of the Cloathing Good & Rush and by all that Time holding his life in Danger
and did also then & there with force & arms as aforesaid take away
Two Horses one Sheep & Harrow two Blankets all the proper Goods of the
said Noadicks worth Eighty pounds found at South Hadley aforesaid
and many other Wrongs & Injuries to the said Noadicks then & there
did contrary to Law & against the Peace of the Commonwealth to the
Damage of the said Noadicks Three hundred pounds

Which Action was commenced to be heard before Overseer Mattoon
Jun^r Esq^r one of the Justices of the Peace in & for the County of Hampshire
and now bro't up to this Court with the foregoing amended Declara-
tion agreeable to the Statute in such Cases made provided

The Def^s appear by Simon Strong Esq^r his Att^y. And the said Asa
Ruben John Billings & John Ingram refusing Liberty to waive this
Plea & make a new Plea on the Trial of the Appeal come & defend &
severally plead & say they are ignorant of the Trespas committed of &
are not liable to make satisfaction therefor & that they are ready to verify
the of pray Judgment. And the said Noadicks says coming to said
Declaration that the said Plea of the said Asa & others aforesaid above plead-
ed and the Matters therein contained are an insufficient Answer
to his Declaration and that he hath no Need neither in his holden by
the Law of the Land to answer thereto and that he is ready to verify
and pray Judgment & Judgment for his Damages & Costs
And the said Asa & others say that Plea is sufficient

Whereupon all & singular the Premises being seen and by the Court here
fully understood per curiam as it appears to the Court that the Plea
aforesaid of the said Asa & others above pleaded & the Matters there-
in contained is an insufficient Answer to the Declaration of the
said Noadicks and ought not to include the said Noadicks
from having & maintaining his Action aforesaid & Therefore it
is considered that said Noadicks do recover against said
Asa Ruben John Billings & John Ingram, together with Peter
Samson Joseph Holden Joseph Hinds & Solomon Hinds defaulted
before the Justice above mentioned Two hundred pounds of lawful
Money Damages & Costs of Suit taxed at

Whereupon the said Asa Ruben John Billings & John Ingram
by Joseph Dickinson of Lambeth aforesaid Groomer their Att^y ap-
pear from the Judgment of this Court to the Supreme Judicial Court to
be holden at Spring field in & for the County of Hampshire on
the fourth Tuesday of September next & he recognizes with sureties
as the Law directs for their prosecuting their Appeal with Costs
as bys Recognizance on File does appear And it is agreed
by the said Parties that the Costs of amending the Declaration in
the original writ & which are not paid, be referred to the Sup-
reme Judicial Court for their Determination

Cooley
of
Tiskwal
N^o 11

Martin Cooley of Windsor in the County of Hampshire Gent^l Esq^r
of the Justice of the Peace in & for the County of Hampshire Gent^l Esq^r
Billings Gent^l Esq^r John Ingram Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r
Gent^l Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r
& Solomon Hinds Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r Esq^r
aforesaid Defts in a Plea of Trespas & Demand of Satisfaction of the
said Martin per that said Esq^r Dickinson Billings Ingram & Cooley

son Holton Joseph Stairs & Solomon Stairs at South Hadley in the
county on the twenty seventh day of January last with Force and
Arms to wit with Gun Cutlasses Pistols & Swords & Barrells and did
made on the Body of the said Martin, he being then & there in the
Peace of God & the Commonwealth and him did beat wound &
willy intreat so that his Life was in Danger, and him did p[er]petrate
imprison and restrain of his lawful Liberty throughout the
whole of the said Day; and the same p[er]petrate Imprisonment did
continue, and him in Prison did unlawfully detain for nine
days next following the said twenty seventh day of January, carry-
ing him about by Force and against his Will, from Place to Place
threatning him with bodily Hurt & Death, depriving him of his
proper Cloathing Food & Drink and for all that time holding his
Life in Danger; and did also then & there with Force & Arms as aforesaid
take & carry away two Horses One Sheep & Harness, two Blankets &
one Gun all the proper Goods of said Martin worth Eighty pounds
found at South Hadley aforesaid; and many other Wrongs & Injuries
to the said Martin Cooley then & there did contrary to Law & against
the Peace of the Commonwealth & to the Damage of the said Martin, to
hundred pounds - which Case was committed to be heard before
Essexer. Nathour his Dep^y one of the Justices of the Peace in & for the said
County of Hampshire, and brot up to the Court with the foregoing
amended Declaration agreeable to the Statute in such Case made
& provided - The Dep^y appears by & in answer thereto Dep^y his Att^y and
the said Asa Reuben John Billings & John Ingram his Dep^y his Att^y
Dep^y their Att^y some & answering Liberty to make a new Plea on the Trial
of the Appeal severally plead & say they are ignorant of the Trespas
complained of and are not liable by Law to make Satisfaction to the
Dep^y & that they are ready to verify & thereof pray Judgment -
and the said Martin consenting says the aforesaid Plea of the said
Asa and others and the Matters therein contained are an answer
with answer to his Declaration & that he hath no Ned neither is he
holden by the Law of the Land to answer thereto & that he is ready to
verify & thereof pray Judgment & for his Damages Cost - and
the said Asa & others above named say their Plea is sufficient -
The Court congruent on the Amendment of the Declaration not
being paid are by Agreement of the Parties to be paid at the Dep^y
reside Bench to whom they are referred -

Whereupon all singular Matters being seen & by the Court be fully
understood, for answer as it appears to the Court that the Plea aforesaid of
the said Asa & others above pleaded & the Matters therein contained are an
insufficient Answer to the Declaration of the said Martin & ought not to
preclude the said Martin from having & maintaining his Action aforesaid
therefore it is considered that said Martin do recover against the said
Asa Reuben John Billings & John Ingram, together with the said Joseph
Stairs Holton Joseph Stairs & Solomon Stairs, defendants before the Court
aforesaid Two hundred pounds of lawful Money Damages & Cost of Suit
payable at L^y - Whereupon the said Asa Reuben John Billings & John
Ingram by Joseph Dickinson of Hampshire aforesaid, Counsel their Att^y appeal
from the Judgment of the Court to the Supreme Judicial Court to be holden
at Springfield in & for the County of Hampshire on the fourth Tuesday of
September next & he reserves with the Court as the Law direct for their
Prosecution their Appeal with Effect as by said Writ of Appeal on this
day appear

Case.
Criminal
No 12

Cotton Graves of Samlesland in the County of Hampshire Roman, Off
as the Clerk of South Minster Gent. Deuben Dickinson Gent. John
Billings Gent. John Ingram & Husbandman all of Amherst. Peter
Sampson & Joseph Holton both of New Valen Gentlemen. Joseph Shind
& Solomon Shind both of Greenwich Women all in the County of
Hampshire Depts in a Plea of Trespass wherein the said Cotton complains
that he and his Dickinson Billings Ingram Sampson Holton Joseph Shind
& Solomon Shind at South Hasted in the same County on the twenty seventh
Day of January last past with forced Arms to wit with Guns Pistols
Cutlasses Swords & Bajonets and Fault made on the Body of the
said Cotton, he being then & there in the Peace of God & the Common
wealth, and him did beat wound & civilly intreat so that his Life
was in Danger, and him did falsely imprison & restrain of his
lawful Liberty throughout the whole of the same Day & the same
false Imprisonment did continue & him in Prison did unlawfully
detain for eight Days next following the same twenty seventh Day
of January carrying him about but once & against his Will from
Place to Place, threatening him with bodily Hurt & Death & reviling him
with improper Words & a bad & Rash, and for all that time holding his Life
in Danger, and did also then & there with forced Arms & a parcel
take & carry away two Horses one by a Harness one Gun & Bajonett all
the proper goods of the said Cotton worth Eighty pounds found at South
Hasted aforesaid, and many other wrongs & Injuries to the said Cotton
there & then did whereby to have & against the Peace of the Common
wealth & the Damage of the said Cotton Two hundred pounds

Which Case was commenced to be heard before Ebenezer Mattoon
Esq. one of the Justices of the Peace in & for the County aforesaid, &
now brought up to this Court with the following amended Declaration
agreeable to the Statute in such Case made & provided

The Plea appears by Simon Strong Esq. his att. & the said Asa Ken-
ner John Billings & John Ingram by Moses Bliss Esq. their att. & for
want of Liberty to stand answer on the Trial of the appeal were & depend
the Force & Injury wound & generally plead as they are altogether
ignorant of the Trespass complained of & are not liable to make
Satisfaction therefor & thus they are ready to verify & therefor pray
Judgment thereon, and the said Cotton consenting say the aforesaid
said Plea of the said Asa & others above pleaded of the matter
therein contained are an insufficient answer to his Declaration
and that he hath no need neither is he holden by the Law of the
land to answer thereto & that he is ready to verify & pray Judgment
thereof & for his Damages & Costs and the said Asa & others above
named say their said Plea is sufficient

The Costs which by the Statute are made payable in consequence of
the foregoing Amendment of the Declaration not being paid, are
by Agreement of the said Parties referred to the Supreme Court

Whereupon all & singular the Premises being seen & by the Court
fully understood, forasmuch as it appears to the Court that
the Plea aforesaid of the said Asa & others, by them above pleaded &
the matter therein contained are an insufficient answer to the De-
claration of the said Cotton & require to include him the said Col-
ton from having & maintaining his said action and therefore it is
considered in the Court that the said Cotton do recover against the said
Asa Kenner John Billings & John Ingram together with Peter Sampson
& Joseph Holton, & Joseph Shind & Solomon Shind, which former last were
defaulted before the Justice aforesaid, Two hundred pounds of lawful
money Damages & Costs of which taxed at £

Whereupon the said Asa Reuben John Bellings & John Ingram by Joseph Dickinson of Amherst aforesaid & in their Att^y appeal from the Judgment of the Court to the Supreme Judicial Court to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for their prosecuting their said Appeal with Effect as by a Return made on this does appear

Elijah Field of Sunderland in the County of Hampshire Gent^l Plaintiff in a Plea of the Court of the said County of Hampshire Gent^l Defendant in a Plea of the Court of the said County of Hampshire Gent^l both in the County aforesaid To wit in a Plea of Trespass & Demand of Compensation. The said Elijah for that said Asa Reuben & Dickinson aforesaid at the Court aforesaid on the twenty seventh Day of January last past with Force & Arms & with with loaded Guns & Pistols & with Swords & Daggers an Assault made on the Body of the said Elijah he being then & there in the Peace of God & the Commonwealth & him beat & wounded & evilly intreated & him did palpably imprison & restrain of his lawful Liberty during the whole of the same Day and the same said Imprisonment did continue and him in Prison did unlawfully detain for eight days next following the said twenty seventh Day of January, carrying him about from Place to Place threatening him with bodily hurt & Death depriving him of his proper Cloathing Food & Rest, and for all that Time holding his Life in Danger, and did also then & there with Force & Arms as aforesaid take away from the said Elijah one Silver Watch one pair of loaded Pistols & two Handkerchiefs all the proper Goods of the said Elijah found at the said Asa Reuben & many other Goods & Injuries to the said Elijah the said Asa Reuben & his then & there contrary to Law against the Peace of the Commonwealth & to the Damage of said Elijah sixty pounds

Field
Trespass real
1st 19

Which Case was commenced to be heard before Benjamin Watkinson Esq^r one of the Justices of the Peace in & for the County aforesaid and now brought up to this Court with the foregoing amended Declaration agreeably to the Statute in such Case made & provided

The Defendant by his near & long Esq^r in Att^y & the Plaintiff by Messrs. B. & Co. their Att^y refering Liberty to receive their Plea & make a Plea thereon the Plaintiff of the said Court & defend the same & answer whereunto & severally to the said Plea they are wholly ignorant of the Trespass complained of & are not liable by Law to make any satisfaction therefor & that they are ready to verify a Verdict & pray Judgment. And the said Defendant answers says the said Plea of the said Asa Reuben & his above pleaded and the matters therein contained are an infringement & injury to his Declaration against them and that he hath no need, neither is he holden by Law of the said Court to answer the same and that he is ready to verify a Verdict & pray Judgment. And the said Plaintiff & Asa say their Declaration is verified

The Costs by Law consequent on the Amendment of the Declaration not being paid, & by the Court being referred to the Supreme Court for their Determination

Whereupon all & singular the Premises being seen & by the Court here
fully understood. Forasmuch as it appears to the Court that the
Affidavits of the said Asa & Reuben by them above pleaded, and
the Matters therein contained, are an insufficient Answer to the De-
claration of the said Elijah, and ought not to preclude him the
said Elijah from having & maintaining his said Action. There-
fore it is considered by the Court that said Elijah do recover
against said Asa & Reuben Sixty pounds of lawful Money Da-
mages & Costs of Suit taxed at 5.

Whereupon the said Asa & Reuben by Joseph Dickinson of Newbury
aforesaid Town their Att^r appeared from the Judgment of the Court
to be in and under a Civil Court to be holden in Springfield in & for
the County of Hampshire on the fourth Tuesday of September next
and he recognises with Sureties as the Law directs for their prosec-
uting their said Appeal with Effect as by said Recognizance on File
does appear

Smith
Dickinson & al
p. 14

Nathaniel Smith of Sunderland in the County of Hampshire
Trade & Pl^r 17. Reuben Dickinson of Newbury Gent^r & Asa Tark
of Springfield Gent^r both in the County aforesaid Deft^s
in an Act of Trespas & Demand of Compensation. The said Nathaniel
wherein the said Nathaniel complains that the said Reuben & Asa
at South Hadley in the same County on the twenty seventh Day of
January last past with Force & Arms to wit with loaded Guns
Pistols Bullets Swords & Bayonets an Assault made on the Body
of the said Nathaniel, he being then & there in the Peace of God and
the Commonwealth & him beat & wounded & cruelly mistreated
and him did falsely imprison & restrain of his lawful Liberty
during the whole of the same Day & the same false Imprisonment
did continue & him in Prison did unlawfully detain for
four Days next following the said twenty seventh Day of January
carrying him about from Place to Place threatening him with bodily
Hurt & Death, depriving him of his proper Cloathing & Food & such
and for all that True Holding his Life in Danger and did also
then & there with Force & Arms as aforesaid take away one
pair of Saddle bags worth twenty shillings one pair of Cloathing
worth twelve shillings one Willow Case worth six shillings two
quarts of Rum worth three shillings one Bottle worth three shillings
one Blanket worth twenty four shillings all the foregoing Goods
of said Nathaniel found at South Hadley aforesaid & many
other Wrongs & Injuries to the said Nathaniel & said Reuben &
Asa then & there did contrary to Law against the Peace of the
Commonwealth, & the Damage of said Nathaniel & twenty pounds

which Sum was commenced to be heard before Honorable William
Jury Esq^r one of the Justices of the Peace in & for the County of
Hampshire, & now both in the Court with the foregoing and
enrolled Declaration agreed by the Statute in such Case made &
provided. The Defendant by Simon & Son of
his Att^r and the Deft^s by Mr. Dickinson their Att^r referring
liberty to waive the Plea & plead anew on the 2nd of the next month
& defend the same saying when so & especially that they
are altogether ignorant of the Trespas committed of and are not

Books
21
Vicks & Agent

Also for that said John at said Amherst on the 9th day of December in the Year of our Lord 1785 by his Note for Value recd. promised Ben Robert butter to pay him on Order One pound & ten pence in lawful Silver Money on Demand with Interest for the same till paid - And afterwards to wit on the tenth Day of the same December the said Robert by his Indorsement on the same Note ordered the Content thereof then wholly due to be paid to said Moses for Value recd; whereof said John then & there had Notice & so became chargeable in Law to pay & Content to said Moses & there & there in Consideration thereof promised said Moses to pay him the same accordingly - Also for that said John at said Amherst on the 3rd day of March Anno Domini 1786 by his Note for Value recd. promised Ben Jonathan Smith to pay him on Order Thirty one pounds, seventeen shillings in lawful Money on Demand with lawful Interest for the same until paid & afterwards viz^t on the fourth Day of the same March said Jonathan by his Indorsement on the same Note ordered the Content thereof then wholly due to be paid to said Moses for Value recd. of all which said John then & there had Notice & became liable to pay & Content accordingly; & there & there in Consideration thereof promised said Moses to pay him the same accordingly - And further said Moses complains & says that since the making of all & each of the aforesaid Notes the said John hath never performed either of the same the often thereto requested nor ever paid the Content of said Notes or either of them but has wholly neglected & refused to do it, and hath since absconded and withdrawn himself out of the County & wealth into part unknown having concealed all his Goods & Effects so that they cannot be attached & having Goods Chattels Credits & Effects concealed in the hands & Possession of William Witteridge aforesaid his Attorney Factor agent & Trustee, and in recovering the Contents of the aforesaid Notes out of the same Goods Chattels Credits & Effects in the hands & Possession of the said William & Moses brings this Bill the Importance of the Dispositions of the said John above mentioned are to the Damage of said Moses Credit & Honor

The J^{ts} appears by innum Strong Exp^{ts} his Att^y and the said William the Agents Trustee of the said John Vicks & Towne comes here into Court in his own Person and being sworn as the Statute in such Case provides deposes upon his said Oath that he made his Note of Hand in the Year 1785 and as he thinks on the 20th day of May payable to said John Vicks or his Order for the Sum of £100 pounds with Interest from the Date of the same until paid which Note is now wholly due & hath never been negotiated that he knows of to any person and thereupon it is considered by the Court that this Case be returned to the next Term the second Tuesday of February next

Now
22
Smith & Agent
Feb 16

Jonathan Snow of Pelham in the County of Hampshire &c. vs. John Pratt & Isaac Wadburn both of Pelham & Daniel Spooner & absent absconding Debtors & Markins Wicks of Pelham aforesaid Plaintiff vs. the said John Pratt & Isaac Wadburn & Daniel Spooner & Markins Wicks Defendants Trustee of the said John Pratt & Isaac Wadburn & Daniel Spooner & Markins Wicks on the Case for that said John Pratt & Isaac Wadburn & Daniel Spooner & Markins Wicks by their Note in Value recd. promised said Jonathan Snow to pay him on Order at Pelham the Sum of £100 pounds in lawful Money that is to say the full Value in legal tender of the said Pelham and the said Snow hath paid back of the same the Sum of £100 pounds & more the same with the lawful Interest of the same

until said, and said Jonathan says he was always there ready to receive the same of said John & Isaac, yet said John & Isaac though often requested have never paid or delivered the same or any part thereof but neglect it to the Damage of said Jonathan the sum of two hundred pounds and the said Jonathan further says that the said John & Isaac with intent to defraud him the said Jonathan of the whole contents of the same Note have since the making thereof absconded & withdrawn themselves out of the limits of the Commonwealth into parts unknown having first concealed their goods and effects so that none of them can be attached, & having deposited & concealed their goods effects & credits to the value of two hundred pounds in the hands & possession of Jonathan Leach aforesaid the Attorney Agent Master & Trustee of said John & Isaac, & for removing the contents of the same Note out of the goods credits & effects in the hands of the said Jonathan according to the Form & Effect of the Statute in such Cases provided the said Jonathan brings this writ.

The Plaintiff appears by counsel Strong Esq. his Att. and the said Jonathan the Agent & Trustee aforesaid like wise comes here into Court in his own proper Person, and being sworn as the Statute directs, declares upon Oath that he had given a Note to said Seth Washburn for five hundred pounds lawful money about two years ago last March, the Note was on Interest payable in Nov. 1788 at his Dwelling House, that there was an Indorsement of sixteen pounds ten shillings & no more and that the rest of the Note is now due. And thereupon it is considered by the Court that this Case be continued to the next Term the Second Tuesday of February next.

Elias Lyman Esq. of Northampton in the County of Hampshire Esq. Plaintiff
vs
Seth Washburn of the same Northampton Esq. Defendant
Trespas on the Case for that whereas on the 20th day of February last past at Northampton aforesaid one Joseph Clap Esq. then being a Justice of the said Northampton & by him usually intrusted to make & sign promissory Notes for the payment of money & all kinds of Orders & demands by the Treasurer of the Commonwealth aforesaid on all Collectors of the said Hampshire & Esq. High Sheriff & Collectors within the said Commonwealth for him the said Washburn on the same 20th day of February aforesaid at Northampton aforesaid made a certain promissory Note in Writing subscribed with the proper hand of said Joseph & by the same Note promised for the payment of money & in his behalf to pay to the Plaintiff Elias Lyman (by the Name of Elias Lyman) the sum of Forty pounds & be paid in Orders upon the Bank of Northampton to answer the sum of Twenty pounds on Demand & to pay the lawful interest of the Value of the same sum of Orders in lawful silver & money by Reason whereof & by Force of the Law in such Case the said Washburn became liable & chargeable to pay the same sum aforesaid in Hamper & being so liable & chargeable & a breach in Consideration thereof of the same Note as aforesaid & at Northampton aforesaid & promised in the said Note to pay the same sum aforesaid to the Plaintiff the Contents of the same Note on Demand, and the Plaintiff says that he has always been ready to receive the same Orders of said Joseph at Northampton and that Order in the Bank of Northampton that pay to the Plaintiff the sum of Twenty pounds & no more of the Value of the said Note & he further says on the point to which the Plaintiff is aforesaid that said Joseph the other requested that said Note & the Contents of the same Note & any part thereof the requested but neglected to pay the said Elias Lyman ten pounds.

Lyman
vs
Washburn
No 17.

which case was commenced to be heard before Ephraim Wright Esq. one of the Justices of the Peace in & for the County of Hampshire, and brought up to this Court agreeably to the Statute in such case provided. The Plaintiff appears by Samuel Shinkley Gent. his Att. and the Deft. by Caleb Strong Esq. his Att. & moves that this case may be continued to the next Term and it is considered by the Court that said Parker have Day here in Court until the second Tuesday of February next.

Sealey
22
Swell
p. 18

John Steady of Chichester in the County of Hampshire Gent. Plaintiff. Aaron Swell of Chichester aforesaid Defendant. In a Plea of trespass for that said Aaron at & about St. Hadley in the County aforesaid on the 24th day of January last with force & arms to wit with the Queen's words & Baron's & James's Arms, and assault made on the Body of him the said Joshua he the said Joshua then & there being in the Peace of God & the Commonwealth aforesaid & him with like force & arms to wit with Gun & Swords & Barrells & Slaves & James's did beat & wound & willfully & unlawfully imprison & deprive of his lawful Liberty & carry more than twenty miles & against his Will detain & hold in Prison for the Space of twelve days & from thence next ensuing without any reasonable Cause & send unto the said Joshua paid the sum of Forty pounds in Order to recover his Liberty, and many other Wrongs & Injuries to the said Joshua the said Aaron then & there did contrary to Law against the Peace of the Commonwealth aforesaid & to the Damage of said Joshua One hundred pounds.

Which case was commenced to be heard before Ephraim Wright Esq. one of the Justices of the Peace in & for the County of Hampshire, since and now brought up to this Court agreeably to the Statute in such case provided. And now the Plaintiff appears by Caleb Strong Esq. his Att. and the Deft. by Vincent Strong Esq. & moves & defends & and for the said says he is not guilty in manner and Form as the said Joshua hath alleged against him and that of facts himself on the Country. And the Foremen thereon. Whereupon a Jury being impanelled & sworn as the Law directs & deliver upon their Oath that they find the Deft. guilty and also Damages & costs twenty eight pounds & seven shillings. It is considered by the Court that the said Joshua do recover against said the said Aaron Twenty eight pounds nine shillings of lawful & money Damages & Costs of Court taxed at 4s. 5d.

Whereupon the said Aaron in his own Person here in Court appears from the Judgment of this Court to the Supreme Judicial Court to be holden at the Springfield in and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with sureties as the Law directs, in prosecuting his Appeal with Appeal as by said Recognizance on file does appear.

Parker
Clerk & Justice
N. 17

Benjamin Barron of Southampton in the County of Hampshire, Plaintiff. Aaron Clark late of the same Southampton Defendant. In an action of Debt & Quia Servitorem & in a Plea of Trespass on the Case for that said Aaron at & about Southampton aforesaid on the 5th Day of May current was justly indebted to the said Barron in the sum of Fifty pounds lawful & money, & so much above, & since the said Barron for the said Aaron at & about the said

special instance & request then before that I am advanced & disburse
 & paid, and the said Aaron being so indebted in consideration thereof
 assumed on himself & to the said Deenger then & there promising
 to pay him the same sum or Demand. Also for that
 the said Aaron & said Southampton on the same fifteenth day of
 May aforesaid being justly indebted to said Deenger in another sum
 of fifty pounds the said money for so much money of him the
 said Deenger and to his use then before that I have received
 and the said Aaron being so indebted in consideration thereof
 assumed on himself & to the said Deenger then & there promising
 to pay him the same sum or Demand. Yet the said Aaron
 the after requested has not paid either of the sums aforesaid to the
 said Deenger, but hath refused to do it, & hath absconded with drawn
 himself out of the Commonwealth & so conceal himself that
 that nothing can be found or come abt to be attached to the Demand
 of said Deenger Twenty pounds - and said Deenger says that
 Elisha Clark & Ira Purroy aforesaid have in their hands Goods &
 puts & credits of the said Aaron which they refuse to expose to view
 so as they may be attached &

And it appears by Samuel Shinkley Gent^r his Att^r & the said Elisha
 and Ira in their proper depositions come into Court, and being
 sworn as the law in such cases requires, declare upon their Oaths
 that they gave their Note of hand in the month of May 1786 to
 Aaron Clarke of Southampton for the sum of Fifty pounds for and
 inclosed Money payable the first day of October 1786 on Demand
 from the first day of said October & the whole Contents of said
 Note is now wholly due & unpaid, which is all they were indebted
 to him at that Time, & are not certain whether the Note was
 used over to any one at the Time of the Service of the Writ or
 not - And thereupon it is considered by the Court that this
 case be continued to the next Term the second Tuesday of February
 next

The Commonwealth of Massachusetts

Complainant I do the Governor of the said County of Hampshire
 or either the Constables of Brimfield in said County

Darling
 vs
 Collins
 1783

In the Name of the Commonwealth of Massachusetts you
 are required to receive due red Cow & two red Calves one of them
 a Bull Calves with a white face the other a heifer both coming two years
 old and one young Calves about four weeks old & to deliver them
 Joseph Darling Sheriff of Palmer in the County aforesaid & owner
 now detained or imprisoned by Lewis Collins of Brimfield
 in our County of Hampshire a Deputy Sheriff under the Order
 of the Sheriff of the same County & deliver the Cow & Calves unto
 the said Sheriff and summons the said Collins to appear before
 our Justices of our County of Hampshire at a Court to be holden at
 Northampton within & in our County of Hampshire aforesaid
 on the last Tuesday of August next & there in our Court
 to answer to the said Joseph Darling in a Plea of Reprehension for
 that Lewis Collins on the 15th day of March last past has
 have called the said Joseph Darling in Palmer aforesaid took
 the Cow & Calves of the said Darling & drove them away & impounded
 them in the said Lewis Collins pasture in Brimfield aforesaid and
 in the said pasture them unjustly detained without law &
 & does receive thereby which is to the damage of the said Darling
 five hundred pounds - The said Darling appears and agrees to accept his loss with

all Demands to the final Determination of Dwigth Foster Esq^r of Brook
field Salem Clark Esq^r of Belchertown & Daniel Hey Esq^r of Western
or either two of them - And therefore it is considered by the Court that
the Agreement aforesaid of the said Parties be entered on record as the
Rule of this Court, and that said Parties have Day here in Court until
the second Tuesday of February next

Task Appell^t
Solomon Appellee
p^o 21

Rufus Trask of Palmer in the County of Hampshire Husbandman
& Deputy Sheriff under Oliver Porter Esq^r Sheriff of the County of
Hampshire Appellant v. Lewis Collins of Springfield in the County
aforesaid Husbandman & Deputy Sheriff under the same Oliver Por-
ter Esq^r Appellee in a Plea of Trespass wherein the said Lewis was
originally the Plaintiff & said Trask was Defendant. For that whereas the
said Trask at said Springfield on the twenty seventh Day of June
instant with Force & Arms took away one dark red Cow
of the Value of Three pounds eighteen shillings the Property of the said
Lewis & other Covenantes the said Trask to the said Lewis then & there
did contrary to Law against the Peace to the Damage of said Lewis
Eighty Shillings - Which Case was commenced to be heard before Tim-
othy Danielson Esq^r one of the Justices of the Peace in & for the County
and from whose Judgment the Defendant appealed to this Court - And
now the Appellant appears by Joseph Darling Esq^r his Att^y & the Appellee
by Abner Morgan Esq^r his Att^y and they agree to refer this Action and
all Demands to the final Determination of Dwigth Foster Esq^r of
Brookfield Salem Clark Esq^r of Belchertown & Col. Jure of Western
or either two of them - And therefore it is considered by the Court
that the Agreement aforesaid of the said Parties be entered on record
as the Rule of this Court, and the said Parties have Day here in Court
until the second Tuesday of February next

Clark
v. Phillips
p^o 22

Abner Clark of Northampton in the County of Hampshire Farmer
v. Ezra Phillips of Cheshirefield in the County aforesaid Farmer & Pl^t
in a Plea of Trespass on the Case for that said Ezra at Cheshirefield aforesaid
on the twenty third Day of March last, took by his Note of
Find of that Date for Value rec^d promised the said Clark to pay
him on his Order the sum of Nine pounds & six pence lawful Money
on Demand with Interest till paid & he said Ezra the of this agree-
ment has never paid the same but neglects it to the Damage of
said Abner Twelve pounds - Which Case was commenced to be
heard before Edmund Wright Esq^r one of the Justices of the Peace
in and for the County of Hampshire and now brought to this
Court by virtue of the Statute in such Case provided
The Plaintiff appears by James Shinkley Esq^r his Att^y and the
Defendant by three Times publicly called to come into Court makes
Default & Appearance here whereon it is considered by the
Court that said Ezra do recover against said Ezra Nine pounds
five shillings of lawful Money Damages & Costs of which taxed
at Three pounds six shillings & two pence & three farthings
Given Sep^r 8. 1787

Sheweth Jacob Ward that at a Court holden at Wilbraham
on the second day of July 1787 before John Bliff Esq^r one of the Justices of the Peace within & for the said County he re-
versed Judgment against Enock Chapin of Springfield in the
County of Monmouth for the sum of Forty shillings Lawful Money Dam-
ages and Costs of Suit & from within Judgment s^d Enock ap-
pealed to this honorable Court and recognized with sufficient sure-
ty to prosecute the same but failed so to do - Wherefore the Complainant
prays for Affirmation of the same Judgment with addi-
tional Damages & Costs - And thereupon it is considered by the
Court that said Jacob do recover against said Enock Two pounds
and four, pence of Lawful Money Damages & Costs of Suit taxed at
Two pence & the sum of all Exp^s of Sep^r 12. 1787

222
Ward vs. Chapin
Chapin
p. 23

Sheweth Jacob Ward that at a Court holden at Wilbraham
on the second day of July 1787 before John Bliff Esq^r one of the Justices of the Peace within & for the said County aforesaid he reversed Judgment against Enock
Chapin of Springfield in said County of Monmouth for the sum of
Forty eight shillings Lawful Money Damages & Costs of Suit
from which Judgment said Enock appealed to this honorable Court
and recognized with sufficient surety to prosecute the same but
failed so to do - Wherefore the Complainant prays for Affirmation
of the said Judgment with additional Damages & Costs - And
thereupon it is considered by the Court that said Jacob do recover
against said Enock Two pounds eight shillings & six pence of Law-
ful Money Damages & Costs of Suit taxed at 2^d 0^d 10 & the sum of all
Exp^s of Sep^r 12. 1787

223
Ward vs. Chapin
Chapin
p. 24

With the Subscribers being appointed Referees in a Cause commenced
before Caleb Clark Esq^r of Leicester on the sixteenth day of July
last between Jacob White of Hadley Plaintiff & Joseph Smith 2^d of Hadley
Defendant being mutually chosen by the Parties and having
heard them & their Witnesses do hereby award That the said Joseph
Smith 2^d shall pay to the said Jacob White the sum of two pounds
eight shillings & two pence Damages - And that the said Jacob White
shall pay the Cost of this Reference & the Cost before Caleb Clark Esq^r
and the Cost that may arise by the Return & recording the Award
Elisha Cook Jun^r Nathaniel Smith Esq^r Jun^r Smith

White
vs
Smith

Which said Award being now brot into Court & read & accepted
and it is by the Court ordered that said Jacob do recover against
said Joseph the Two pounds eight shillings & two pence Damages & the sum of all
Exp^s of Sep^r 5. 1787

Sheweth that Elisha Leonard Esquire of the last Will & Testament of
of Benjamin Leonard late of Wetheringfield in the County of Essex Esq^r the said
deceased that the personal Estate of said deceased is insufficient of Real Estate
to discharge the Debt due from said deceased and in witness whereof
vision is made for payment in the last Will & Testament of
said deceased; said Debt exceeding the personal Estate of said
of fifty eight pounds Ten shillings & eight pence & as by a Certificate
from the Office of the Register of Probate of Wills in said County
here with exhibited appears the said Debt may be allowed to
and the sale of so much of the Real Estate of said deceased as shall be
sufficient to pay said Debt with the additional Costs &c

225

is considered by the Court that the said Suba be and he hereby is authorized
ered to make sale of so much of the Real Estate of said Deceased as shall pro-
duce the sum of sixty pounds of lawful Money for the purposes aforesaid
be observing the Directions of the Law relating to such sales

Henry Thos's
Admin Pet. for
sale of Real
Estate &c
p. 27

Annibly & hnt David Bishop Adm^r on the Estate of Henry Thos.
late of Westfield in this County deceased & Intestate that the personal
Estate of said Deceased is insufficient to discharge the Debt due
from said Estate said Debt exceeding the personal Estate the sum
of sixty five pounds fifteen shillings & one penny as by a Certifi-
cate from the Office of Registry of Probate of Wills &c. for this County
appears. He therefore prays he may be authorized to make Sale
of so much of the Real Estate of said Deceased as will enable him
to discharge the Debt of said Deceased with all necessary Charges
which said Petition being read is thereupon considered
by the Court that said David be and he hereby is authorized
to make Sale of so much of the Real Estate of said Deceased
as shall produce the sum of sixty eight pounds of lawful
Money for the purposes aforesaid, be observing the Directions
of the Law relating to such sales

The foregoing Judgments & Orders being
made & entered up in Manuscript as aforesaid
and then the Court adjourned without Day

Attest Robt Breckler

Commonwealth of Massachusetts
Hampshire Co

At the Court of Common Pleas holden at Spring
field in and for the County of Hampshire on the
second Tuesday of February being the twelfth day of
said Month and from Day to Day to the 17th day of
the same Month Anno Domini 1788

Common
Pleas
Session
Feb 17 1788

Justices of the said Court present

Jury of Trial

Cleager Porter Esq^r
John Bliss Esq^r
Samuel Mather Esq^r
Ab^m Burbank Esq^r
pro spe. cau

Reuben Munn & Jun^r Att^r
Joseph Williams & ex^r Att^r
George Blake
J^m Ferrel
Joseph Miller Jun^r ex^r
Isaac Gibbs
Chas Leonard
Ephraim Fletcher
Stephen Sacket
Roland Crocker
Apel Burt
Seth Parsons
Luther Colton
Nathan Parsons } De Put^r Cir^r
Phillips Phillips }

3d. M^r James Lamont
4. Clark & Smith
5. Dickinson & Shinsball
Basson & Tork
Hastings & Hook

Jacob Hook of a Place called Schoenck in the Manor of Rauten
County of Albany & State of New York German. Upper 100
Stiles Jun^r State of Granville in the County of Hampshire German. Hook
Deft in a Plea as is of Record here to fore. The Plea being now three
times publicly called is Nonsumit, the Deft appears & prays his costs
be allowed his Costs and it is considered by the Court that he
do recover his Costs taxed at £5.13.6 & thereof
Jan 12. 1789

Bildad Fowler of Westfield in the County of Hampshire German. Upper 100
Stiles Fowler of Southwick in the same County Jun^r Deft in a
Plea as is of Record here to fore, that Plea being now three times
called to come into Court is Nonsumit & add the Deft appears &
prays for his Costs, and it is considered by the Court that he
do recover against said Bildad his Costs taxed at £
and thereof &c.

Chasaph Barker of Watertown in the County of Litchfield Barker
& State of Connecticut Upper 100 Deft in a Plea as is of Record here to fore. The being now three times called is
Nonsumit the Deft defaulted and the action is dismissed

Worthington Esq
31st
March

John Worthington of Springfield in the County of Hampshire Esq
Plff in a Plea as is of Record here to fore in the Court of Sessions
The Plea appears by John Hooker
gent^r his Att^r and the Def^t likewise comes here to Court, and
Ruggles Woodbridge Esq^r and Others the Referees hereto fore chosen by
the said Parties, now bring into Court their Award in the Words
following Viz "Hampshire p. Vol. 2. 1787 the the Subscribers ap
pointed Referees to hear & determine a Matter of Dispute
between John Worthington Esq^r & Elijah Hunt gent^r Def^t. After giving
the Parties a full hearing on the Recommendation award & determine
that the Def^t pay the Plaintiff the Sum of Sixty four pounds ten shillings
Money in full payment of a Bond given by his Def^t to the
Plff for the Sum of One hundred & twenty pounds conditioned for
the Payment of Sixty pounds Dated Mar 21. 1774 and also
Costs of Court to be taxed by the Court and also pay Costs of the pl
over Reference being seven pounds ten shillings and also pay
Costs of the last Reference at Wth Wth Wth being five pounds ten
shillings & two pence Ruggles Woodbridge Thos Chapman Gideon
Burt Referees" Which said Award is accepted and it is there
upon considered by the Court that said John do recover against
said Elijah Sixty four pounds of lawful Money Damages & Cost
of which taxed at Eighteen twelve shillings & two pence and three of

Marshall
Case

James Marshall of Gloucester in the County of Hampshire Esq
Plff in a Plea as is of Record here to fore in the Court of Sessions
The Parties appear &
agree to a Continuance of this Case and it is considered by the Court
that they have Day here in Court until the last Tuesday of August next

Primer
Lancton

Primer Lancton of Palmer in the County of Hampshire Esq
Plff in a Plea as is of Record here to fore in the Court of Sessions
The Plea appears by Messrs. Bish Esq^r his Att^r and the Def^t is Simon
Lancton Esq^r his Att^r comes & defends as a per Plea as he never was in
Primer & Form as the said Primer in his Declaration hath
alleged & thereupon puts himself on the Country and the said Primer
likewise in a Plea being impanelled & sworn according to Law to
say the true & declare upon their Oath that they find the Def^t never
promised in a Plea & Form as set forth in the Declaration
and thereupon it is considered by the Court that the said Isaac do
recover against the said Primer in Costs including the value
of the said Primer taxed at Ten pounds ten shillings & four
pence and whereupon the said Primer in his own person here in
Court appeals from the Judgment of this Court to the Supreme
Judicial Court to be holden at Northampton in & for the County
of Hampshire on the last Tuesday of April next & recognizes
with sureties as the Law directs for his prosecuting his said Appeal
to the Effect as by said Recognizance on File does appear

Pease
Michals &

Joseph Pease of Springfield in the County of Hampshire & State of Connecticut
Plff in a Plea as is of Record here to fore in the Court of Sessions
The Parties appear &
it is considered by the Court that they have Day here in
Court until the last Tuesday of August next

[illegible]

Charles Ward of the City County & State of New York
 vs. James Bordoin of Boston in the County of Suffolk
 David Burrow of Northboro in the County of Worcester
 in a Plea as is of Record before the Court at New Bedford
 in Case No. 100 and agree to a continuance under the power
 of the Court and the Court is ordered by the Court that the
 parties be in Court on the 10th day of August next

Wright Wheeler of Sudbury in the County of Middlesex vs
Appellants vs Thomas Taxon of Deerfield in the County of
Hampshire Indwainer and Thomas Taxon Jun^r of Conway in
the same County Indwainer & Petitioners vs Charles
hitherto & the Partners & heirs agree to a Continuance under the for-
mer Rule & until it is considered by the Court that this week being
near Day here we want until the last Tuesday & request that

John Ashley David Dickinson Esq^r Terran Asher Administrator
 for on the Estate of Jonathan Asher late of Deerfield in the County
 of Hampshire Esq^r deceased & in & capacity of the executor
 son of Deerfield aforesaid & have Deft in a Plea arising
 Record heretofore

1. John Anderson a person of the name of John Anderson
 2. Thomas in their a person of the name of Thomas in their
 3. of Jonathan and Deft in a the do as a person of the name of
 4. The said Parties severally appear and they are the said
 5. Other persons chosen before in the Cases now being entered in
 6. their law and new the Words following: "The said Parties
 7. Dec. 19, 1757. The said Parties being appointed before in
 8. The Case within mentioned to hear & determine the Case & all
 9. Matters in Dispute between the Parties have after a full hearing
 10. and having fully heard the Parties their several Pleas Proofs &
 11. Allegations and materials considered the same do award & judge
 12. & determine that the within named John Anderson do pay
 13. to the within named Jonathan Anderson the sum of £100
 14. hundred & fifty four pounds lawful money Damages & Costs of this
 15. Reference amounting to five pounds four shillings & seven pence
 16. and Court Charges & the said sum to be paid by the said
 17. John Anderson to the said Jonathan Anderson originally & by the said
 18. Ashley Esq. against John Anderson to be paid by the said
 19. Ashley Esq. against John Anderson, and the further order & decree that
 20. the said Parties of Jonathan Anderson be permitted to
 21. out of the Office of the Clerk of the Court the said to him and
 22. 226 by the said Jonathan Anderson the said sum to be paid
 23. and that this Award be a full & final settlement of the
 24. between the said Parties all & every such matter & thing
 25. Considered & thus & every other matter & thing in relation

is accepted. And it is by the Court thereupon considered that the said
John do recover against the said Ebenezer David & Trench in the said
County One hundred & fifty four pounds of lawful money & Damages
& Costs of Suit taxed at £9. 3. 0 in the Case of Anderson v. Ashby
and also the Costs of Court in the Case of Ashby v. Anderson taxed at
£
& thereof & thereon if for the said's first Cost Mar 4. 1788

Bradish
v.
Coff

Samuel Bradish of Windsor in the County of Berkshire Plaintiff
v. Henry Coff of State of Greenfield in the County of Hampshire
Defendant in a Plea as is of Record heretofore
The Parties appear and Ebenezer Hunt Junr Esq^r & others now bring
into Court their Award in the Words following Viz Hampshire
Dec 26. 1787 Pursuant to the within Subpoena the Parties within
named after due Notification personally appeared before the
within named Justices & were fully heard upon the Matter sub-
mitted with their several Pleas Allegations & Proofs & after duly
weighing & makingly considering the same We do award and
determine that the within named Ebenezer Coff recover of the
said Samuel Bradish the Cost of this Expense taxed at Nine
shillings and the Cost of Court to be taxed by the Court which is
humbly submitted to the Court Ebenezer Hunt Junr Esq^r & others
Attornies for the said Ebenezer Coff which said Award is accepted &
it is thereupon considered by the Court that said Ebenezer Coff
recover against said Samuel his Costs in defending the Suit of
the said Samuel taxed at £3. 3. 6 & thereof & thereon

Burr
v.
Swing & Son

Timothy Burr of Hartford in the County of Hartford & State of
Connecticut Trader Plaintiff v. Joshua Swing late of Shutesbury in the County
of Hampshire an absent & absconding Debtor & Nathaniel Smith of
the same Shutesbury Yeoman the Tenant Agent Factor & Trustee of
the said Joshua Defendant in a Plea as is of Record heretofore.
The Plaintiff appears by Simon Strong Esq^r his Att^y and the said Joshua
being now three times publicly called to come into Court makes
Default of Appearance here - Whereupon it is considered by the Court
that said Timothy do recover against said Joshua Twenty four pounds
of lawful money Damages and Costs of Suit taxed at Two pounds
thirteen shillings & six pence & thereof & thereon Ex^{te} Feb^y 20. 1788

Smith & Co
v.
Swing & Son

Samuel Smith & Charles Phelps Traders both of Hartford in the
County of Hartford & State of Connecticut Plaintiffs v. Joshua Swing late
of Shutesbury in the County of Hampshire an absent & absconding Debtor
& Nathaniel Smith of the same Shutesbury Yeoman Attorney Factor
Agent & Trustee of the said Joshua Defendant in a Plea as is of Record
heretofore. The Plaintiff appears by Simon Strong Esq^r his Att^y and the
said Joshua the three times publicly called to come into Court makes
Default of Appearance here - Whereupon it is considered by
the Court that the said Samuel & Charles do recover against
said Joshua Thirty pounds & two shillings of lawful money
Damages & Costs of Suit taxed at Two pounds nine shillings
& thereof & thereon Ex^{te} Feb^y 20. 1788

Smith
v.
Swing & Son

Charles Smith of Hartford in the County of Hartford & State of Connecti-
cut Trader Plaintiff v. Joshua Swing late of Shutesbury in the County of
Hampshire Yeoman an absent & absconding Debtor & Nathaniel Smith of
the same Shutesbury Yeoman Att^y Factor Agent & Trustee of the said
Joshua Defendant in a Plea as is of Record heretofore - The Plaintiff
appears by Simon Strong Esq^r his Att^y and the said Joshua being now

three Times publicly called to come into Court makes Default of Appearance here & Whereupon it is considered by the Court that the said Charles do recover against said Joshua Fifty pounds of lawful Money Damages & Costs of Suit taxed at £2.9.0 & there of &c

Exon. 1st Feb^{ry} 20. 1788

Thomas Hammum of Pelhamtown in the County of Hampshire Yeoman Plff^r vs. Lewis Nicholas Gigueb Physician &c &c Def^t in a Plea of the Case as is of Record heretofore. The Parties severally appear and agree to a Continuance, the Def^t agreeing to file his Plea in the Clerk's office in April next & thereupon it is considered by the Court that the said Parties have Day here in Court until the last Tuesday of August next

Hammum
Gigueb & al

David Burt Gentlemen William Sheldon Physician and Lucy Cotton Widow all of Long Meadow in the County of Hampshire Administrators on the Estate of Samuel Cotton late of said Long Meadow deceased Intestate & in said Capacity Plff^s vs. Caleb Cooley of Long Meadow aforesaid Yeoman Def^t in a Plea &c as is of Record heretofore

Burt & al
Cooley
Two Cases N^o 4.5.

The Parties severally appear and John Bliff Esq^r & Others the Referees in this and another Case mutually chosen by the said Parties at a former Term now bring here into Court their Award in the Words following Viz "We the Subscribers being appointed Referees as within mentioned having duly notified the Parties within named met and having heard the Parties their several Pleas Allegations & Proofs after having maturely considered them do award & determine that the said Administrators the Plff^s do recover against the said Caleb the Defendant the Sum of twenty five pounds six shillings and four pence lawful Money Damages & the Costs of the Court to be taxed by the Court, and the Costs of this Reference amounting to the Sum of Eight pounds one shilling & ten pence in full of all Demands and We award & determine that all Suits Controversies & Disputes of all kinds between the said Administrators in their said Capacity and the said Caleb shall forever cease upon Payment of the aforesaid Sums all which is humbly submitted John Bliff Wm. Hutchinson Luke Bliff" While said Award is accepted and it is thereupon considered by the Court that the Administrators aforesaid in their said Capacity do recover against said Caleb Twenty five pounds six shillings & four pence of lawful Money Damages & Costs of Suit taxed at Ten pounds eight pence shillings & Six pence & there of &c Exon. 1st Mar 8. 1788

Henrich Fish of South Brimfield in the County of Hampshire Yeoman Plff vs. Josiah Arms of Brimfield in the County aforesaid Blacksmith Def^t in a Plea of Replevin as in of Record heretofore. The Plff appears by Abner Morgan Esq^r his Att^y and the Def^t the three Times publicly called to come into Court makes Default of Appearance here & Whereupon it is considered by the Court that said Henrich do recover against said Josiah lawful Money Damages & Costs of Suit taxed at £5.4.8 & there of &c

Fish
Arms

Stephen Rogers of South Brimfield in the County of Hampshire Husbandman Plff vs. Josiah Arms of Brimfield in the County aforesaid Blacksmith Def^t in a Plea of Replevin &c as is of Record heretofore. The Plff appears by Abner Morgan Esq^r his Att^y and the Def^t the three Times publicly called to come into Court makes Default of Appearance here & Whereupon it is considered by the Court that said Rogers do recover against said Josiah lawful Money Damages & Costs of Suit taxed at £4.3.10 & there of &c

Rogers
Arms

Oliver Williams of Windsor in the County of Berkshire Blacksmiths App
vs Sherbiak Baker of Orange in the County of Hampshire Hisbandman
in a Plea &c. as is of Record heretofore — The Plea being now three
Times called is Non mit. the Def^t defaulted & the Action is dismissed

No 1's Cook of Amherst in the County of Hampshire Gent^l Mr Geo^l
John Nash of the same Amherst Gent^l an absent & absconding Debtor
~ William Chillingridge of said Amherst Agent & Factor of the S^d John
Nash in a Plea & Cap is of Record that he & the S^d John Nash appears by him
com Strong of his Atty and it is considered by the Court that said
Parlour be se Day here in Court until the last Tuesday of August
next

Jonathan Snow of Pelham in the County of Hampshire Yeoman
 Peter Edmunds of Pelham & Isaac Washburn Yeoman both of
 Pelham aforesaid absent & absconding Nathan & Jonathan Leach of the
 same Pelham Agents & Trustees of the said Peter & Isaac Deft in
 and to as is of Record heretofore — The Deft appears by Simon
 Strong Esq his Att. and it is considered by the Court that said
 Deft have Day here in Court untill the last Tuesday of August
 next

Elias aynson of Northampton in the County of Hampshire Yearⁿ
 1841 a Solomon Allen of the same Northampton Gent^l Def^r
 in a Plea &c - as is of Record herefore - The Plea appears by T^h 2^d
 Verdict by Gent^l his Att^y and the Def^r the three times publicly cal-
 led to come into Court make default of appearance here -
 Wherefore it is considered by the Court that said Elias do recover against
 said Solomon Minteres, pounds of Law, full Monies Damages & Costs of
 Suit taxed at £ 2ⁿ 13ⁿ 6^d & thereof &c Ex^h of Feb^r 25th 1788

[illegible]

Joseph Darling Esq^r of Palmer in the County of Staffordshire, Gent^l.
My Father's Letters of Privilege set me the County of Warwick a Dip
ut. through under Edward Poole Esq^r. Now I have said against D^r Brown
that he was a professed Deist before the Dip being now three Times
renewed called as Warwick the Deist, & painted at the Auction is disreputable.

Rejoins Crask of Palmer in this County of Hampshire the said man
Appellant is Lewis Collins of Springfield in the same County the said
man Appellee is now, and has been, The Appellant being
now three times called is defaulted & the Appellee is Verdict and
the Action is dismissed

[illegible]

said Daniel at said Stamford on the same Day Year & within the Year
aforesaid an assault made on the Body of the said Robert he being
then & there in the Peace of God & our Peace & him beat wounded
& evil intreated & falsely imprisoned for the Space of one Year &
many other Wrongs then & there did to the said Robert contrary
to Law & against our Peace to the Damage of the said Robert Eighty
pounds — The Plt appears by Simon Strong Esq^r his Att^r & the
Def^r by Caleb Strong Esq^r his Att^r comes & depends on a reserving
Liberty to give any Special Matter in Evidence & says that he is not
guilty in Manner & Form as the Plt hath alleged & thereof puts
himself on the Country & and the Plt agreeing that One Trial
shall be final on his part at the Supreme Court & reserving
Liberty to make a new Plea at the Supreme Court says the Plea
aforesaid is an insufficient Answer to his Declaration & that
he is not bound to answer, thence wherefore he prays Judgment
for his Damages & Costs — And the said Daniel agreeing to Renew
now says his Plea aforesaid is sufficient & prays Judgment for his
Costs — Whereupon all & singular the Premises being read & by the Court
are fully understood, forasmuch as it appears to the Court that
the Plea aforesaid of the said Daniel by him above pleaded & that Matter
 therein contained is a full & sufficient Answer to the Declaration of the
said Robert, & that the said Robert ought not to have maintained his
Action, but that for his groundless Claim he be in Mercy, & — And
thereupon it is considered by the Court that said Daniel do recover
against said Robert his Costs taxed at Two pounds two pence.
Whereupon the said Robert by Samuel Stickley Gent^l his Att^r appeals
from the Judgment of this Court to the Supreme Judicial Court to
be holden at Northampton in & for the County of Hampshire on
the last Tuesday of April next & he recognizes with the Court as
the Law directs for said Robert, prosecuting his Appeal with 6 p^{ts}
as by the Recognizance on file does appear

Samuel Fowler of Westfield in the County of Hampshire Gent^l vs
James Campbell of Southwick in the same County Esq^r Def^r
in a Plea wherein the Plaintiff demands against the Defendant
seventeen Acres of Land lying in said Southwick bounded South
by Land laid out to Nathaniel Dewey West by Land belonging to said
James & North by Land formerly belonging to James Fowler and
East by the East Mountain so called, at his the said Samuel's Right
of Inheritance & whereupon the said Samuel complains that in
a peaceable Time within thirty Years now last past the said James
was seized of the said demanded Premises in his Person as of
Free & right & being so thereof seized within the thirty Years in a
peaceable Time, on the first day of August in the Year of our Lord the
thousand seven hundred eighty five the said James & his first wife
made his Deed Poll by him well executed sealed with his Seal & in
Court to be produced & thereby gave no consideration of the Seven or
Eighteen pounds then shilling & two pence to him the said James in the
said Samuel before that Time paid, did fully fully & absolutely give
grant bargain sell alien & convey a compound use to him the said Samuel
his heirs & assigns forever the said demanded Premises in & with
the said Samuel & to his heirs & assigns to use & their heirs forever
the Premises Behoof forever, by Means of which said Deed the
said Samuel became & was thereafter & on the same Day seized of the
said demanded Premises in his Person as of Free & right taking the
Profits thereof to the Value of three pounds by the Year & ought still to
have & possess the same. Nevertheless the said James since the Time last
mentioned in a peaceable Time unjustly and without Judgment hath entered
into the said demanded Premises & dispossessed the said Samuel thereof and shall

Fowler
Campbell
p^o 2

immediately sold him out to the Damage of the said Daniel Thirty pounds.
 The Defendant appears and the Deft the three Times publicly called to come into
 Court makes Default of Appearance here. Wherefore it is con-
 sidered by the Court that said Samuel do recover against said
 Daniel Twenty three pounds six shillings & four pence lawful money
 & also that said Samuel do recover against said Daniel the Costs of Suit
 taxed at £ 1. 10. 0 & thereof 2d. Whithopas' 2d. Feb. 19. 1788

Merick
 Stenshaw
 No 3

Samuel Fisk Merick of Wilbraham in the County of Hampshire
 Gent^r vs. Daniel Stenshaw of Maddestown & State of Connecticut
 Merick Deft in a Plea of the Case for that said Daniel at Maddestown
 Vis at Wilbraham aforesaid on the seventh day of February last past
 together with Joseph Stenshaw joined by their Note for Value and
 jointly promised said Samuel to pay him Twenty two pounds
 eleven shillings & nine pence lawful money within four months
 with Interest. Yet said Daniel & Joseph did not pay said Sum to
 said Samuel during the Life Time of said Joseph nor has the
 said Daniel since the Death of said Joseph ever paid the
 same, but neglects it to the Damage of said Samuel Thirty
 pounds. The Deft appears by Henry Merick Gent^r his
 Att^y and the Deft the three Times publicly called to come
 into Court makes Default of Appearance here. Wherefore
 it is considered by the Court that said Samuel do recover
 against said Daniel Twenty three pounds six shillings & four
 pence lawful money Damages & Costs of Suit taxed at £ 2. 10. 0
 & thereof 2d. 2^d Feb. 19. 1788

Clark
 Rathbone
 No 4

Thomas Clark of Easthampton in the County of Hampshire Cord-
 wainer vs. Benjamin Rathbone of Williams town Husbandman
 and Orrell Williams of Pittsfield Gent^r alias Yeoman both in the County of
 Berkshire Defts in a Plea of Trespass wherein the said Thomas complains
 that the said Benjamin & Orrell at South Hadley in the County of Hampshire on
 the twenty seventh day of January last past with Force Arms to wit
 with Guns butchers Pistols Swords & Barreth an Assault made on the
 Body of him the said Thomas he the said Thomas being then & there in the
 Peace of God & of the Common wealth & him the said Thomas did beat
 wound & maim so that his Life was in Danger & him did falsely
 imprison & restrain of his lawful Liberty throughout the whole of
 the same Day & the same false imprisonment did continue & him
 the Prison did detain the nine days next following the same twenty
 seventh day of January aforesaid carrying him about by Force &
 against his Will from Place to Place threatening him with bodily
 Harm & Death depriving him of his Cloathing Food & Bed & for all
 that Time holding his Life in Danger & him did also then & there
 with Force & Arms as aforesaid take & carry away one Gun that
 of the Value of fifteen shillings one Silk Handkerchief of the Value
 of seven shillings one pair of Mittens of the Value of three shillings one
 Trooper Pistol of the Value of two shillings five shillings one round of Powder
 & one pound of Lead & Ball of the Value of five shillings all the
 which Goods of the said Thomas found as said South Hadley & many
 other Wrongs & Injuries to the said Thomas then & there did contrary to Law
 against the Peace of the Common wealth & to the Damage of the said Thomas
 One hundred pounds. Which fact was corroborated to be true by
 Salvaire Wright Esq^r one of the Justices of the Peace in & for the County of
 Hampshire. & now being to the Court agreeable to the Statute in that
 Case provided. The Deft appears by Daniel Stenshaw Gent^r his Att^y
 and the said Benjamin for himself & also at W^{ts} for the said Orrell being
 thereto summoned. Likewise comes one into Court and agrees that the
 said Thomas recover Judgment against them the said Benjamin & Orrell.

for the sum of Twenty pounds Damages & Costs of which taxed at Eight pounds & two pence - After all which the said Benjamin and Oswald at this same Term being there Tutors publicly called to come into Court make Default of Appearance here - Wherefore it is considered by the Court that the said Thomas do recover against the said Benjamin & Oswald Twenty pounds of lawful Money Damages & Costs of which taxed at £ 8. 0. 2 & three of ac -

Elijah Wait of Williamsburgh in the County of Hampshire Plaintiff
vs
Abel Thayer Gent^l Josiah Doughty Gent^l & Elisha Allen, Gent^l Defendants
all of Williamsburgh aforesaid Depts in a Plea of Trespass for that the said Abel Josiah & Elisha at Williamsburgh aforesaid on the fourth day of October current with Force & Arms One Mare of him the said Elijah of the Price of Nine pounds found at Williamsburgh aforesaid they took & carried away & other Wrongs & Injuries to the said Elijah then & there did contrary to Law against the Peace of the Commonwealth & to the Damage of said Elijah Four pounds which said Action was commenced to be heard & tried before Benjamin Hunt Esq^r one of the Justices of the Peace in & for the County of Hampshire, and from whose Judgment the Depts appeal to this Court - The Parties severally appear & agree to a Continuance of this Case - And it is considered by the Court that said Parties have Day here in Court untill the last Tuesday of August next

Thayer & al.
Appellants
vs
Wait App^{ts}.
No 5.

William Bannister of Chesterfield in the County of Hampshire
vs
Benjamin Bourne late of Goshen in the same County
vs
Oliver Taylor of said Goshen Gent^l Depts in a Plea of Trespass on the Case for that S^r Benjamin & Oliver at Northampton aforesaid on the eighteenth Day of April Ann^o Dom^o 1785 by their Note for Value received promised S^r William to pay him Fifty two pounds in seven months from the Date of said Note with Interest & yet S^r Benjamin & Oliver the often requested have not nor hath either of them paid the Content of said Note but neglected to do so Damages of S^r William Sixty five pounds - Which Case was commenced to be heard before Benjamin Hunt Esq^r one of the Justices of the Peace in the County of Hampshire & now brought up to this Court equally to the Statute in such Case provided - The Parties appear by Samuel Sturtevant Gent^l his Att^y and the Depts also come & move that this Case may be continued to the next Term, and therefore on it is considered by the Court that said Parties have Day here in Court untill the last Tuesday of August next

Bannister
vs
Bourne & al.
No 6.

Jonathan Shaw of Cummington in the County of Hampshire
vs
Isaac South of Weston in the County of Middlesex
Gent^l Depts in a Plea of Trespass on the Case for that whereas at Boston to wit at Northampton aforesaid on the fourth Day of September Anno Dom^o 1781 a certain Dispute was had moved between the said Jonathan & the said Isaac of a concerning the transporting & carrying two Hogheads of West India Rum from Boston in the County of Suffolk to Northampton in the County of Hampshire & upon that Dispute it was then & there agreed between them that the S^r Isaac should transport & carry two Hogheads of West India Rum of him the said Jonathan concerning two hundred & sixteen two gallons from Boston aforesaid to S^r Northampton & the same Rum there safely deliver to the S^r Jonathan at the Discharge House of Elisha Lyman in said Northampton and that the S^r Jonathan should pay to the said Isaac for carrying & transporting the same Rum as aforesaid the Sum of Nine pounds the Shillings & four pence & the same Isaac the same Day & Place in Consideration that the S^r Jonathan had as promised himself and to the same Isaac had then & there faithfully promised that he the said Jonathan the Agreement in all things on his part to be

Shaw
vs
Isaac
No 7.

1
a new
over-

performed well & faithfully, would perform a sum on himself to the
said Jonathan then & that faithfully, promised that he the said Isaac the
Agreement aforesaid in all things on his part to be performed well and
faithfully would perform, and the said Jonathan in fact saith that
the Run aforesaid was of the value of fifteen shillings & sixpence Money
by the Gallon at Boston viz at Northampton aforesaid & that the same
Run at Boston aforesaid was received by the said Isaac to be transported
as aforesaid — Also for that the said Isaac on the same fourth day of Sep-
tember aforesaid at Boston viz at Northampton aforesaid had received
of the said Jonathan in good & well condition & two other Hogsheads of
West India Run containing in them two hundred & twenty two Gal-
lons of the value of fifteen shillings by the Gallon to be transported
& carried by him the said Isaac from Boston aforesaid to said North-
ampton & to the aforesaid Jonathan to be delivered at the Dwelling
House of Mr Elisha Lyman in the same Town of Northampton for
a certain Store by the same Jonathan to the said Isaac to be paid there-
upon, he the said Isaac in Consideration thereof afterwards to wit
the same Day & Year aforesaid at Boston to wit at Northampton
aforesaid affirmed on himself & to the said Jonathan then & that faithfully
promised that he the said Isaac would carry & transport for
the same Jonathan the Run last aforesaid from Boston to North-
ampton aforesaid and the same Run to the same Jonathan at the
Dwelling House of the said Elisha Lyman in Northampton aforesaid would
safely deliver — Nevertheless the said Isaac his Promises & Assumptions aforesaid
in form aforesaid made not regarding hath not delivered to the said
Jonathan One hundred & eleven Gallons of the Run last above mention-
ed nor hath the said Isaac delivered to the said Jonathan One hundred & eleven Gal-
lons of the Run first above mentioned, or any part of the same One hundred
& eleven Gallons of Run last above mentioned or any part of the same
One hundred & eleven Gallons of Run first above mentioned, or any even
contended him herefor, altho the same Isaac on the twenty fifth day of
the same September & ofter afterwards at the Dwelling House of the said
Elisha Lyman in Northampton was requested by the said Jonathan so to
do, but unjustly neglected & refused & still neglects & refuses to do it —
Also for that the said Isaac on the same twenty fifth Day of September
aforesaid at Northampton aforesaid was justly indebted to the said Jonathan
in the sum of Ten pounds Ten shillings & sixpence Money for so much Money
of him the said Jonathan & to his Use then before that Time had & received
and that said Isaac being so indebted in Consideration thereof
afterwards to wit the same Day & Year last aforesaid at Northampton
aforesaid affirmed on himself & to the said Jonathan then & that faithfully
promised to pay him the same sum last aforesaid or
Demand of the said Isaac the ofter requested hath not paid said
sum or any part thereof to the said Jonathan but neglects & refuses
to do it to the Damage of said Jonathan Ninety pounds
which Action was commenced to be heard before Ephraim Wright
Esq One of the Justices of the Peace for said County of Hampshire &
brought up to this Court agreeably to the Statute in this Case provided
The Plaintiff by Samuel Shinkler Gent his Att & the Def^t
by Caleb Strong Esq and the Court deferred & reserving Liberty to
give any Special Matter in Evidence says he never promised
in Writing & never as the Plaintiff hath alleged & that of himself
on the Court — And the Plaintiff agreeing that One Trial shall be final on the
part of the Supreme Court & reserving Liberty to make a new Plea at the
the Supreme Court & reserving Liberty to make a new Plea at the Su-
preme Court says, that the aforesaid is an insufficient Answer
to his Declaration & that he is not bound to answer thereto wherefor
he pray Judgment for his Damage, for his Damages a Cost and
the said Isaac agreeing to the Renewation says his Plea aforesaid is suffi-
cient and pray Judgment for his Cost — Whereupon all the

singular themselves being seen and by the Court are fully understood
forasmuch as it appears to the Court that the Plea aforesaid of the said
Isaac by him above pleaded & the Matter therein contained is a full
and sufficient answer to the Declaration of the said Jonathan, & that the said
Jonathan ought not to have & maintain his said Action but that for
his groundless Claim he be in Mary do. Wherefore it is considered
by the Court that the said Isaac do recover against the said Jonathan
his Costs in defending the writ of the said Jonathan taxed at
£

Whereupon the said Jonathan by his Att^y ap
peals from the Judgment of this Court to the Supreme Judicial
Court to be holden at Northampton in & for the County of Ham
pshire on the last Tuesday of April next, and he recognises
with Sureties as the Law directs for the said Jonathan prosecuting
his Appeal with Effect as by the Recognizance on file does appear

Asahel Clarke of Easthampton in the County of Hampshire Gent^l vs
Benjamin Rathbone of Williams town in the County of
Berkshepe Husbandman Doth in a Plea of Trover wherein the
said Asahel complains that the said Benjamin at South Hadley in the
County of Hampshire on the twenty seventh day of January last
past with Force & Arms to wit with Guns Cutlasses Pistols Swords
& Bayonets an Assault made on the Body of the said Asahel, he
the said Asahel being then & there in the Peace of God & the Common
wealth & him the said Asahel did beat & wound & evilly intreat
so that his Life was in Danger & him did falsely imprison &
restrain of his lawful Liberty throughout the whole of the same
Day & the same false Imprisonment did continue & him in
Prison did detain for nine days next following the same twenty
seventh day of January aforesaid carrying him about from
Place to Place threatening him with Bodily Harm & Death depriving
him of his Cloathing Food & Rest and for all that Time holding him
Life in Danger, and did also then & there with Force & Arms as
aforesaid take & carry away One Blanket worth fifteen shillings
One, thick worth twelve shillings One pair of Stockings worth the
shillings ten pounds of Cheese worth five shillings Ten pounds of
Beef worth four shillings Six pounds of Pork worth four shillings eight
pounds of Bread worth three shillings One pound of Powder worth three
shillings two pounds of Lead worth two shillings all the proper goods
of the said Asahel found at South Hadley aforesaid & many other
Wrongs and Injuries to the said Asahel then & there did contravert
Law against the Peace & to the Damage of the said Asahel
One hundred pounds in which Case was commenced to be
heard before Ephraim Wright Esq^r one of the Justices of the Peace
in the said County of Hampshire & brought up to this Court
agreeably to the Statute in such Case provided, and it doth appear
by Samuel Hinckley Gent^l his Att^y & the said Benjamin in his own
Person and they agree that Judgment be rendered in favor of said
Asahel for the sum of twenty pounds Damages & Costs of said
being nine pounds two shillings & seven pence & after all which
the said Benjamin at the same Term being called to come
into Court makes Default of Appearance here. Wherefore
it is considered by the Court that said Asahel do recover against
said Benjamin twenty pounds of lawful money Damages &
Costs of Suit taxed at £ 10 2s 7d & thereupon

Clarke
vs
Rathbone
No 8.

Asa Noble of Westfield in the County of Hampshire Gent^l vs
Stephen Sackett of the same Westfield Yeoman Doth in a Plea of
Ejectment wherein he demands against the said Stephen the Recovery
of six acres of Land lying in Westfield aforesaid with the appur
tenances bounded as follows to wit on the East by the land of the
said Widow Elizabeth Newtons Land South on a road & so on the West

Vtble
Sackett
No 9

With on said Asa's Land & whereupon the said Asa saith that he the s^d
Asa within twenty years last past in a Time of Peace was seized of the
aforesaid piece of Land with the Appurtenances thereto belonging in his
Demure as of Free Right taking the Profits thereof to the Value of twenty
shillings by the Year & whereinto the s^d Stephen hath not Entry but by
Elizabeth Newton of said Westfield Widow who thereof disseized the said
Asa as aforesaid & the s^d Asa says that he ought to have Possession
of the said demanded Premises & the Appurtenances & the s^d Asa
complains & says that the s^d Stephen still deports him & holdeth him
out therefrom & thereof he brings this Suit which is to the Damage
of the said Asa Twenty pounds. The 1st appears by Sam^l
Mather Jun^r Esq^r his Att^y and the Deft^d the three times publicly called
to come into Court makes Default of Appearance here
Wherefore it is considered by the Court that said Asa do move
against the said Stephen Judgment for his Sixteen & 1/2 p^{ts} fine
of the aforesaid six acres of Land with the Appurtenances, and also
for the Costs of Suit taxed at £ 1¹ 4¹ 6 & thereof &
Writ of Habeas Corpus Mar 31. 1788.

Blackmer app^l
Thompson app^l
No 10
Peter Blackmer of Greenwich in the County of Hampshire Freeman
Appellant v. Benjamin Thompson of Ware in the same County
Respondent, from the Judgment of Ebenezer Cook Esq^r one of
the Justices of the Peace in & for said County in which Case the
said Benjamin was original D^{ft} & the said Peter was D^{ft} in
a Plea of the Case for that whereas a W^{rit} Northampton in s^d County
on the last Day of October last the s^d Peter was committed to as
confinement in Prison by Virtue of an Execution of the s^d Benjamin
against him under the Custody of One Joseph Cook Keeper of the
same Prison & whereas the said Peter had then and paid & dis-
charged the whole Contents of said Execution Debt & Cost & stood
committed only for the Sheriff collecting fees on the same Execution
being fifty two shillings & ten pence & six shillings due & payable
to said Cook for Fees keeping, he the said Peter then & there under
took & faithfully promised said Benjamin that in Case said
Benjamin would order the said Goaler to liberate said Peter from
Prison & become chargeable to the s^d Joseph Cook for the payment of
the s^d Collecting Fees & the s^d six shillings due to s^d Joseph Cook as
aforesaid, then he the s^d Peter would pay unto the said Cook
within fourteen days then next to come the said collecting Fees and
said six shillings due to s^d Cook as aforesaid & amounting in the whole
to the Sum of two pounds eighteen shillings & ten pence. And said
Benjamin says that relying on the same Promise of the said Peter
he did then & there order the said Goaler to liberate s^d Peter from the
same Prison and become chargeable to the said Joseph Cook
for Payment of the same collecting Fees and the said six shillings
due to s^d Cook as aforesaid. by means whereof the said Goaler did then
& there liberate the said Peter & permit him to go at large & the s^d Peter
did then & there go at large accordingly. Also for that said Peter at
said Ware on the last Day of May Anno Domini 1785 owed said
Benjamin four pounds lawful money for the Articles contained
in the Schedule annexed to the W^{rit} & then & there in Consideration
thereof promised s^d Benjamin to pay him the same Sum on Demand
also for that s^d Peter at said Ware on the same Day & Year owed
the said Benjamin four pounds lawful money for so much other
Money as said Benjamin for said Peter at his Request then
before that Time paid out & expended & then & there in Consideration
thereof promised s^d Benjamin to pay him the same on Demand. Yet
said Peter tho' often requested has never yet paid either for

said Promises but neglects it to the Damage of the said
Benjamin Four pounds. The Parties appear and on the
Motion of the Appell^t it is considered by the Court that
they have day here in Court until the Fast Tuesday of
August next

Chapin
11
Ely & al
N^o 11.

Moses Chapin of Springfield in the County of Hampshire Sheriff
undersigned Plaintiff Messrs Ely & Luke Parsons both of West Springfield
in the County aforesaid Defendants Defts in a Plea of Ejectment
wherein he demands against the said Moses & Luke the Possession of a
Mefuage & sundry Tracts of Land lying in West Springfield aforesaid
wholly or partly called Ireland Viz a Parcel of about forty acres of
Land on which Nathaniel Ely of West Springfield lately lived bounded
East on Connecticut River North on Aaron Ely Land of Daniel Morgans
Land West on Land of S^r Morgan & partly on Amishley Land
South on Aaron Ashley & James Doan's Land with the Buildings stand-
ing thereon & also a Tract of Land in Ireland Meadow so called of
about six acres bounding East on Connecticut River North on small
Brook & Daniel Morgans Land West on Oliver Baggs Land South
on Riley Brooks & another Tract of Land of thirty acres known by
the Name of Patroon bounded East by the County Road North by
partly on lower Land so called West by on Land of Luke Parsons
partly & southerly partly on a County Road leading from Daniel
Morgans Farm to Southampton & also two acres of Land bounding upon
Land of Oliver Baggs & S^r Samuel Cooper & with that one Nathaniel
Ely D^r late of said West Springfield being lawfully seized of the demand-
ed Premises with the Appurtenances in his Demesne as of Fee by
his Deed duly executed at West Springfield aforesaid on the 6th day
of July in the Year of our Lord one thousand seven hundred and
eighty four acknowledged & registered & in Court to be pro-
duced for good & valuable consideration therein mentioned & ex-
changed sold & conveyed the said demanded Premises with the
Appurtenances to the said Moses ^{Chapin} to hold to him his Heirs & Assigns
forever in Fee simple by Force of which Deed the said Moses
Chapin became instantly seized of the demanded Premises & Appur-
tenances in his Demesne as of Fee taking the Profit thereof to the
Value of ten pounds by the Year & ought to have remained in the
said Moses & Possession thereof but that the said Messrs Ely & Luke Parsons
Jurs^t have since that Time entered into the Possession of the said demanded
Premises & without any Right so to do have dispersed the said
Moses Chapin thereof & unjustly deposed & kept him out of the
same to the Damage of the said Moses Chapin two hundred pounds

The Pl^t appears by John Hooker Gent^l his Att^y and the Defts the
have Times publicly called to come into Court make Default of
appearance here Wherefore it is considered by the Court
that the said Moses Chapin do recover against the said Messrs
Ely & Luke Parsons Judgment for his Fees & Possession of
the Mefuage & several Parcels of Land above described unless
the said Messrs Ely & Luke Parsons shall within two months pay to
the said Moses Chapin one hundred & sixty three pounds three shil-
lings & six pence of lawful Money and it is further considered
that said Moses Chapin do recover against the said Messrs Ely and
Luke Parsons Jurs^t the Costs of suit taxed at L^{ts} 5^s 4^d & there of

With of Trst Lab P^{ro}ff^{ts} May 1. 1788

Leonard
vs
Morley
No 12

Asaph Leonard of West Springfield in the County of Hampshire Yeoman Plaintiff vs. Isaac Morley of the same West Springfield Yeoman Defendant in a Plea of the Case for that said Isaac at West Springfield on the twenty sixth Day of March in the Year of our Lord sixteen hundred & seventy One by his Note for Value recd promised & Asaph to pay him Seventeen pounds in four Years from the Date of said Note in Cattle at an indifferent Appraisement or Grain at the Market Price with Interest - Also for that said Isaac at the same Time & Place by one other Note for Value recd promised the Plaintiff to pay him ten pounds within three Years from the Date of said Note in Cattle at an indifferent Appraisement or in Grain at the Market Price with Interest - and the Plaintiff says he has always been ready at said West Springfield to receive the said Cattle or Grain according to the Tenor of the said Notes - yet said Isaac the often requested hath never fulfilled either of his said Promises to the Plaintiff but in justly neglects & refuses to do it, to the Damage of said Asaph Forty nine pounds & which Case was commenced to be heard before Justice B. G. one of the Justices of the Peace in the County of Hampshire, & brought up to this Court agreeably to the Statute in such Case provided -
The Plaintiff appears by John Hooker Gent. his Att^y and agrees that Execution shall not issue in this Case before the 1st day of April next - and the Defendant the three Times publicly called to come into Court makes Default of appearance here -
Wherefore it is considered by the Court that the Plaintiff do recover against said Isaac Forty two pounds ten shillings & two pence & lawful Money Damages & Costs of Suit taxed at 1st 7th 4th 2nd 10th &c
Excuse May 1. 1788

Hooker
vs
Sackett
No 13

William Sackett of Westfield in the County of Hampshire Yeoman original Plaintiff vs. Blackback Towler of the same Westfield Yeoman original Defendant in a Plea of Trespass for that said Blackback on the twenty fourth day of August last past at Westfield aforesaid with Force & Arms broke & entered the Close of the said William lying in said Westfield in a Place called Sackett's Meadow bounded North & East on Springfield Hill South on the River west on a small brook and then & there cut & carried away three Tons of Hay & other Lignage then & there did contrary to Law against the Peace & to the Damage of said William Four pounds - which Case was commenced to be tried & determined before Samuel Mather Esq. one of the Justices of the Peace in & for the County of Hampshire, before whom the Defendant appeared & pleaded that the Close aforesaid was his Freehold & that he had good right to cut & carry away the Hay aforesaid & became bound to prosecute his said Plea before this Court &c
And now the said Blackback comes into Court & moves that this Case may be continued to the next Term, & that a Survey may be made of the Land in controversy & that a Surveyor & Chamberman may be appointed for that purpose - and thereupon it is considered by the Court that May Edward Taylor be the Surveyor & Mr. John Morley & Asariah Morley Jun^r the Chambermen who are to be under Oath for the faithful performance of said Trust, & make Return of their Doings into this Court, & the said Parties have Day here in Court untill the last Tuesday of August next

Daniel Gunn Yeoman & Rufel Dewey sentth L. Adam Dently a Yeoman
all of Westfield in the County of Hampshire Appellants is John Lee of the
same Westfield Yeoman App^{ee} from a Judgment & as will appear *Gerrish v. Lee*
filed & The said Parties being now there they called to come into Court
made Default of Appearance here - Therefore this Action is dismissed *Lee v. App^{ee}*
10 14

Gideon Phillips Yeoman Simon Phillips Yeoman Luce, Phillips Spinsters
all of West Springfield in the County of Hampshire
Shie App^{ee} v. Shaph Leonard of the same West Springfield Yeoman Deft
in a Plea of Assumpsit whereupon the P^r Gideon Simon Luce & Luce
plain say that said Shaph abaid West Springfield on the fifth day
of January in the Year of our Lord One thousand seven hundred and
eighty five and on divers days & Times between the 5th fifth day of Jan
uary aforesaid and this third day of January instant with Force
& Arms broke & cut down the Close of said P^r in West Springfield
containing five acres & twelve rods of land lying North of & bounding
South on the Town & Inclusion of the said Gideon & Simon on the
East Side of Muddy Brook so called & bounding Northwestwardly on a
line running strait from a white ash Tree marked standing near
a westward of Muddy Brook & a white Oak Tree marked & north
only on a strait line from said white Oak Tree running East
thirty three degrees North fifty three rods to a black Oak stump and
Northeastly on a strait line running East twenty three degrees
South from said stump to said Tree & Inclusion of P^r Gideon &
Simon, & on said divers days & Times One hundred & fifty
Timber Trees of the P^r thereon standing & growing of the
Value of six shillings each with Force & Arms fell & cut down
carried away & destroyed & other three hundred Trees ^{of the Value of 2}
with the same Force & Arms fell & cut down carried away & destroyed
and other Wrecks & Injuries to the P^r with Force & Arms in the
P^r Shaph then & there did contrary to Law & against the Peace to the
Damage of said Gideon Simon Luce & Luce sixty pounds -

The Parties appear and agree to refer this Case to the Award & Judg
ment & Determination of Col^l Benjamin Dav Wallman
Synchou Esq^r & W^m Nathan Rowlee the Award of them or
any two of them to be final to be returned into this Court
Judgment to be made up & Executed accordingly -
Whereupon it is considered by the Court that this Agree
ment of the Parties be entered as the Rule of this Court
and that they have Day here in Court untill the last
Tuesday of August next

Oliver Bagg of West Springfield in the County of Hampshire Bagg
Yeoman App^{ee} v. Aaron Ely of the same West Springfield Yeoman
Deft in a Plea of Ejectment wherein said Oliver demands
against said Aaron a certain Tract of Land lying in said
West Springfield containing twenty acres be it more or less
bounded Westerly on Land lately Daniel Morgan & northerly
on S^r Morgan's Land East on said Morgan's Land & southerly
upon Land lately said Morgan & by S^r Aaron mortgaged to William
Phillips Esq^r with the Appurtenances whereupon the said Oliver says
that S^r Aaron at West Springfield on the thirty first day of July Anno
Domini 1787 by his Deed under his hand & Seal of that Date by
him well executed & in Court to be produced in Consideration
of thirty four pounds two shillings law full money to him in hand
paid by said Oliver bargained sold & conveyed the same & the Receipts

with the Appurtenances to the said Oliver to have & to hold to him his Heirs and Assigns forever as an ample Deed in Fee Simple by Force whereof said Oliver then & there became Seized of the same Premises and of Right ought well to hold & demerited Premises notwithstanding the said Baron hath since illegally & without Judgment entered upon the said Oliver & disseized him thereof & whereupon the said Oliver complains & Aaron unjustly & Oppressively him & still holds him out therefrom to the Damage of said Oliver sixty pounds The Defendant appears by Moses Pitt Esq^r his Att^y and the Deft^d three Times publicly called to come into Court makes Default of Appearance and wherefore it is considered by the Court that s^d Oliver do recover against s^d Aaron Judgment for his Seizin & Possession of the Land aforesaid unless the said Aaron shall within two months pay to s^d Oliver Forty one pounds six pence & four pence of lawful money, & also that said Oliver do recover against said Baron the Costs of such Taxes as L^d 1, 3, 6 & thereupon writ of Habeas Corpus May 19. 1788

Gyerson & al
vs
Shademan
No 17.

James Dyer Gent^l William Smith Gent^l Thomas Dwight Gent^l & Joseph Dwight Gent^l all of Springfield in the County of Hampshire shire Plaintiffs vs John Shademan of the same Springfield Defendant in a Plea of Detainer for that s^d John on the twenty seventh day of September Instant at a Place called Shippamuck in Springfield aforesaid. Four Oxen of the Plaintiffs took & drove away and impounded them in the Common pound in Springfield and in said pound them unjustly detained against Plaintiffs and sureties until this day which is to the Damage of the said Plaintiffs five pounds — The Plaintiffs appear by Moses Pitt Esq^r their Att^y and the Deft^d in his own Person and they agree to refer the Cause to the Judgment Award & Determination of William Ingham Esq^r Samuel Lyman Esq^r & C^t James Tyler the Award of them or any two of them to be final to be returned with this Court Judgment to be made up and Execution issued accordingly. — And thereupon it is considered by the Court that this Remedyment of the said Parties be entered as the Rule of this Court, and that they have Day here in Court until the next Tuesday of August next

Colton
vs
Woodbridge
No 18.

Elizer Colton of Long Meadow in the County of Hampshire Plaintiff vs Thuggles Woodbridge of South Hadley in the same County Esq^r Defendant in a Plea of the Case for that s^d Thuggles at said Springfield on the fourth day of January Instant was justly indebted to the Plaintiff in the sum of five pounds eight shillings lawful money to Colman Book Account for services done & performed for said Thuggles at his Request and in consideration thereof s^d Thuggles then & there promised said Elizer to pay him the same sum whenever after he should be thereto required — also for that whereas the Plaintiff had then before that Time at the special Instance & Request of said Thuggles transported & conveyed other Goods & Wares from Wethersfield to South Hadley than those in s^d Account mentioned s^d Thuggles at s^d Springfield on the 5th day of January promised the Plaintiff to pay him there for so much money as the Plaintiff then & there reasonably deserved to have for his services but other sum of five pounds eight shillings whereof he then & there gave said Thuggles Notice — Yet said Thuggles the other way

noted hath not performed either his said Promises but unjustly
neglects it to the Damage of said Elihu Eight pounds
And the Plaintiff now appears by Mr. John Shipley his Att. and the Deft.
by Simon Strong Esq. his Att. comes and defends & answers for the said
he never promised in Manner or Form as the said Elihu in his
Declaration hath alleged and thereof puts himself upon the Country
and the 1st Elihu likewise does the same

A Jury being returned & sworn as the Law directs to try the
Issue, declare upon their Oath that they find the Deft. promised
as set forth in the Declaration a sum of Damages, at Five pounds
eight shillings & Whereupon it is considered by the Court that
said Elihu do recover against said Shipley Five pounds eight
shillings of lawful Money Damages, & Costs of Suit taxed at
£ 1. 10. s. & thereof & at the same time said Elihu now here
in Court in his proper Person acknowledges satisfaction of this
Judgment in the Words following Viz. "I recd in full of this
Judgment Elihu Colton"

Joseph Lathrop of West Springfield in the County of Hampshire Clerk & Lathrop & al
Elizabeth Dought of Springfield in the same County Gentlewoman Deft
Edward Colton of Wrentham Esq. Warner of Wrentham Esq. Jerusha Warner Widow Colton & al
Hannah Warner Widow all of Wilbraham in the same County
Deft. in a Plea wherein said Joseph & Elizabeth demand against the
1st Jerusha Hannah Edward & Esq. a certain Tract of Land lying
& being in Wilbraham aforesaid containing a Dwelling House
Barn & one hundred & fifty Acres of Land bounded as follows
Easterly on Wilbraham middle Road so called Northwesterly on
Jabuel Burnhams Land Westerly on the several Commons
so called Southwesterly partly on Land in the Possession of Abel Shing
& partly on Land in the Possession of Joseph Shing being the whole
of the farm whereon Daniel Warner formerly of said Wilbra-
ham deceased lived excepting a small part thereof conveyed by
1st Daniel to his Son Esq. Warner died at the Westerly end thereof
all whole lands the said Joseph & Elizabeth with the Appurtenances
as claim as their Right & Inheritance wherein the 1st Jerusha
Hannah Edward & Esq. have not Entry but by Dispersin of
them unjustly & without Judgment committed within two
by Years more last past & whereupon the said Joseph & Elizabeth
say that they themselves within 3 Years of twenty Years now last
past were seized of the demanded Premises in their Demise as of
Free & Right taking the Profits thereof to the Value of twenty
shillings by the Year & whereinto the said Defts have not Entry
but by the Dispersin aforesaid by them unjustly committed
aforesaid & whereof said Joseph & Elizabeth complain that said
Defts unjustly depose them & still hold them out therefrom
to the Damage of said Joseph & Elizabeth Four hundred pounds
The Plt. appear by Mr. John Shipley Esq. their Att. and the Defts.
the three Times publicly called to come into Court make Default
of appearance here Whereupon it is considered by the
Court that 1st Joseph do recover against said Edward Esq.
Jerusha & Hannah Judgment for their Seizin & Possession
of the Land above described with the Appurtenances, & Costs of
Suit taxed at £ 1. 5. s. & thereof &

Wm. Lapp.
Patrick Appel.
No 20

Joshua Clark of Greenby in the County of Hampshire Appellant
vs David Patrick of South Hadley in the same County
Appellee. From the Judgment of Wm. Goodman Esquire
one of the Justices of the Peace in & for s^d County of Hampshire
on an Action wherein the said David is Original Plaintiff & the
said Joshua Defendant in a Plea of the Case for that Joshua at South
Hadley aforesaid on the twentieth day of June last 1787
being justly indebted to said David one pound seven shillings
& four pence, & in consideration thereof procured David to pay
him the same Sum on Demand &c. and whereon it was
considered by the said Justice that David do recover against
Joshua the s^d Damages & Costs taxed at £ 0 18 2 whereon said
Joshua appealed &c. and now at this Time the Appellant aforesaid
appears to prosecute his Appeal & the Appellee being called is
Mansuet - whereupon it is considered by the Court that the
said Joshua do recover against the said David his Costs taxed
at £ 2 and there of &c.

Paine
Gibbs
No 21.

Edward Paine of Greenwich in the County of Hampshire Appellant
vs Solomon Gibbs of New Salem in the same County Defendant
a Plea of Trespass for that said Solomon on the twenty fourth day of March
last past & at divers days a Times between that Day at the Day of the
issue of this Writ at Greenwich in said County with Force & Arms broke &
entered a Close of the said Edward containing thirty Acres of Land in Greenwich
in said County, bound as follows beginning at the South East Corner of the Farm
on which the said Edward lives lately purchased of Caleb West & runs Westwardly
on the South Line of said Farm which is the dividing Line between said Farm and
the Land of said Gibbs one hundred & sixty rods to the Southwest Corner of s^d Farm
then runs Northwardly on the West Line of said Farm twenty four rods then Easterly
parallel with said South Line to a Stake & Stones standing about twenty six rods
East Side of the Road, then turning right Angle runs Northwardly parallel with the
East Line so far as makes the whole of said Close thirty two Acres extending to the
East Line exclusive of the Road thro' the same & cut down & carried away twenty
Stalks of Rye of the Value of four pounds & forty Shillings of Oats of the
Value of three pounds & twelve Shillings of Hay of the Value of twelve pounds
then growing & converted & disposed of the same to his own Use & Benefit &
other Wrongs to s^d Edward did against the Peace & the Law & to the Damage of
the said Edward Fifty pounds - The Plaintiff by Simon Strong Esq^r his
Att^r and the Def^t by Caleb Strong Esq^r his Att^r comes & defends the s^d Injury
whence and reserving Liberty to give any special Matter in Evidence says
he is not guilty in Manner & Form as the Plea hath alleged & thereof puts
himself on the Country - And said Edward agreeing to said Recov^ration &
reserving Liberty to waive this Demurrer at the Trial by Appel says the Plea
aforesaid is insufficient and that he is not bound to answer thereto
wherefore he prays Judgment for his Damages & Costs - And the s^d Solomon
says his said Plea is sufficient & thereof prays Judgment
whereupon all & singular the Premises being seen & by the Court fully con-
sidered. Forasmuch as it appears to the Court that the Plea aforesaid of the said
Solomon by him above intimated & the Matters therein contained is a full & up-
perant answer to the Declaration of the said Edward & that the said Edward
ought not to have & maintain his said Action, but that for his grandchild's Claim
he be in mercy &c. and therefore it is considered by the Court that the said
Solomon do recover against said Edward his Costs taxed at One pound eight shillings
& six pence - Whereupon said Edward by his Att^r aforesaid appeals from the
Judgment of the Court to the Supreme Judicial Court to be holden at Northampton
in and for the County of Hampshire on the last Tuesday of April next & he
recognizes with Sureties as the Law directs for s^d Edward prosecuting
his said Appel with Effect as by said Recognizance on File does appear

Ben^a Thompson of Ware in the County of Hampshire Jernam
 v. Urijah Ward of Palmer in the same County Jernam 2th
 in a Plea of the Case &c. which said Case was commenced to
 be heard before Ephraim Porter Esq^r one of the Justices of the Peace
 in and for said County of Hampshire, and which said Case
 together with all Demands & Matters of Controversy subsisting be-
 tween them was by said Parties referred agreeably to the Statute &c.
 which Referees now make Return of their Award as follows Viz^t
 We the Subscribers having the Evidence produced in the Cause & after
 duly examining the same do award & determine that said Urijah
 do recover of said Benjamin One pound fifteen shillings and
 nine pence Damages & the Costs of the Court amounting to the sum
 of five pounds & four pence and the Cost of Court to be taxed by the
 Court, in full of all Controversies & Disputes that have ever subsisted
 between them &c. &c. and this Award to be final In Witness
 whereof We the Subscribers Referees have hereunto set our hands & seals
 William Bowser & Seal George Brakenridge & Seal Sam^l McEnathan & Seal
 which said Award is accepted and it is by the Court considered
 that said Urijah do recover against said Benjamin One pound
 fifteen shillings & nine pence of lawful Money Damages & Costs of
 Suit taxed at five pounds nineteen shillings & three pence &c.
 Exec^d 4th Mar 4. 1788

Thompson v
 Ward
 No 22

Hampshire 1st Nov^r 1787 We the Subscribers mutually cho^{se} Symon
 sen & appointed Referees in an Action of Plea of the Case &c. b^{etw}
 & commenced before Ephraim Wright Esq^r of Northampton in
 said County by Oliver Symon of Northampton against Samuel
 and Hannum late of said Northampton, after having heard
 the Parties & perused their several Pleas Allegations & Evidence do
 in Pursuance of our Appointment aforesaid award order ad
 judge determine that each One of the Parties aforesaid pay their
 respective Costs of this Reference & Cost of Court, that is, to say that
 each One pay his own Bill of Cost, We also award & order that
 certain Oliver Symon pay to the said Samuel Hannum eight-
 teen shillings & six pence it being one half of the Trouble of this Reference
 and that the same be & hereby is awarded & adjudged by Us the Subscribers a
 final End & Determination of all Demands of what Name or Nature
 soever between the Parties aforesaid from the Beginning of the World
 to the Date hereof all which is humbly submitted Justus Wright War-
 ham Smith & Moses Kingsby Referees which said Award is
 accepted & it is thereupon considered by the Court that said Samuel
 do recover against said Oliver his Costs taxed at One pound two
 shillings & two pence & three pence
 Exec^d 1st Mar 20. 1788

Symon
 v
 Hannum
 No 23

Isaiah Hannum of Northampton in the County of Hampshire Jernam
 v. Chas Symon Jun^r of the same Northampton the bandman 2th
 in a Demand of six pounds for Damage done the 1st Cattle &c. &c.
 and which Case having been referred by the said Parties agreeably to the
 Statute &c. The Referees now return their Award in the words fol-
 lowing Viz^t Hampshire 1st Feb^r 1788 We the Subscribers having taken
 on the 1st of this Business within our jurisdiction fully heard the Parties & their
 Witnesses & maturely considered the same do award the within men-
 tioned Isaac Hannum do recover of the said Chas Symon Forty two
 shillings of lawful Money Damage & three pounds eight shillings Cost
 of Reference in full of all Demands between the Parties
 Joseph Clark, Elijah Clarke Moses Kingsby Referees
 which said Award is accepted and it is thereupon considered by the
 Court that said Isaac do recover against said Chas Two pounds two
 shillings of lawful Money Damages & Costs of Suit taxed at Four pounds
 & eight pence & three pence
 Exec^d 1st Mar 13. 1788

Hannum
 v
 Symon
 No 24

Williams
v
Gains
No 25

Ezekiel Williams of Wethersfield in the County of Hartford State of Connecticut Esq^r Plaintiff David Gains of Greenfield in the County of Hampshire Husbandman Defendant in a Plea of the Case for that David at Wethersfield on the fourteenth Day of June Anno Domini 1766 by his Note for Value rec^d promised said Ezekiel to pay him or Order Thirty nine shillings & five pence on Demand with Interest till paid - yet David the requested has never paid the same but neglects it to the Damage of said Ezekiel six pounds - Which Case was commenced to be heard before John Williams Esq^r one of the Justices of the Peace in & for said County of Hampshire & now brought up to this Court agreeably to the Statute in such Case provided -
The Plaintiff appears by John Hooker Gent^l his Att^y and the Def^t by Williams Gent^lman his Att^y and they agree that this Case be continued to the next Term & that no Costs be taxed for Travel or Attendance at this Term - And it is considered by the Court that the said Parties have Day here in Court next till the last Tuesday of August next

Morley
v
Leonard
No 26

Isaac Morley Jun^r of West Springfield in the County of Hampshire Plaintiff Esq^r Joseph Leonard of the same West Springfield Townsman Defendant in a Plea de, which Case was commenced to be heard before William Ingersoll Esq^r one of the Justices of the Peace in & for said County of Hampshire and by said Parties referred to Mess^{rs} Noah Dewey Jonathan White & Nathan Rowlee - And now at this Time the Major Part of said Referees bring into Court their Award in the Words following Viz^t We the Subscribers &c &c having heard the said Parties their several Pleas Allegations & Proofs do award and determine that the said Isaac do recover against the Def^t the sum of Fifteen pounds ten shillings lawful Money Damages in full of his the said Asaph's Note to said Isaac & the Costs of Proofs before said Justice being one pound thirteen shillings & Cost of this Reference being one pound fifteen shillings and six pence and Cost of the Court to be taxed by the Court all which is humbly submitted by Jon^l White Nathan Rowlee
which said Award is accepted and it is considered by the Court that said Isaac do recover against said Asaph Fifteen pounds & ten shillings of lawful Money Damages & Cost of Suit taxed at £4.5.2 & thereof &c
Ex^{pt} April 23^d 1788

Flowers
v
Rook
No 27

Samuel Flowers of West Springfield in the County of Hampshire Esq^r a Deputy Sheriff under Joshua Porter Esq^r Sheriff of said County Plaintiff vs Roger Rook of Southwick in the same County Townsman Defendant in a Plea of the Case as is at large set forth in the Copy of the Writ upon the Files of this Court - Which Case was commenced to be heard before Edward Walker Esq^r one of the Justices in & for said County of Hampshire and now brought up to this Court agreeably to the Statute in such Case provided -
The Plaintiff appears by Mess^{rs} Phelps Esq^r his Att^y and the Def^t the three Times publicly called to come into Court makes Default of Appearance here, Wherefore it is considered by the Court that the said Samuel do recover against said Roger Eight pounds six shillings & two pence of lawful Money Damages & Cost of Suit taxed at £18.8 & thereof &c
Ex^{pt} Feb^r 27^d 1788

Daniel Dyer of Stamford in the County of Hampshire Plaintiff
 v. Robert Montgomery of the said County of Hampshire Defendant
 A Plea of Covenant broken as is a large set
 forth in the Writ a Copy whereof is on File
 which said Action was commenced to be heard before Oliver
 Phelps Esq^r one of the Justices of the Peace in & for the said County of
 Hampshire and now brought to this Court agreeably to the Statute
 in such Case provided The Parties appear and the Court
 having considered the Declaration &c are of Opinion the Action
 cannot be sustained, and thereupon it is ordered by the Court
 that this Case be dismissed

Montgomery
 No 28

William Webber Husbandman & Esther his Wife, Joseph Moffat Esquire
 an & Lois his Wife Jonas Haynes Husbandman & Mary his Wife
 Aaron Mighill Husbandman & Nancy his Wife all of Brimfield in
 the County of Hampshire & Rebecca Thompson of Palmer in said County
 v. Peter Palmer Sheriff & their Executives Thomas Wap of John Thompson of
 Brimfield deceased who sues by John Thompson her next Friend
 Peter Moss of Tyringham in the County of Berkshire Husbandman
 & Sarah his Wife & Charles Rosbrook of Cohasset in the State of Vermont
 & Hannah his Wife Plffs v. John Carpenter of Brimfield aforesaid
 Gentleman Deft in a Plea of Land wherein they demand against the
 said John Carpenter a certain Tract or Parcel of Land lying in Brimfield
 aforesaid containing twenty nine acres together with the Building
 thereon lying on both sides of the High Way that leads from Brimfield
 Meeting to Holland bounded as follows Six Nine Acres of said Land
 lies on the West side of said High Way bounded North & West on
 one Mighill's Land, South on the Danielson's Land East on said
 High Way; Twenty Acres of said Tract lies on the East side of said
 Highway bounded North on said John Carpenter's Land East on
 Aaron Mighill's Land & South & West by on Daniel Haynes Land
 & on the said High Way with the Appurtenances as the Right &
 Inheritance of the s^d Esther Lois Mary Rebecca Sarah Mary &
 Hannah in fee and wife which the s^d John Carpenter hath
 no Entry nor after the Dispersion which Thine has Haynes &
 Daniel Haynes three of unjustly & without Judgment have made
 within fifty years now past and whereon they say that
 Peter Haynes late of said Brimfield dec'd Father of said Esther Lois
 Mary Sarah Mary & Hannah & Grandfather of s^d Rebecca within
 fifty years now past was seized of the said Tract of Land
 in his life time in his Demesne as of Fee & Right in the Time
 of Year by taking the Profits thereof to the Value of twenty Shillings
 by the Year & being so thereof seized on the twenty first day of Dec^r
 ember in the Year of our Lord seventeen hundred & sixty nine
 made his last Will & Testament in Writing & in & by the same
 devised the said twenty nine acres of Land together with the other Lands
 to the said Esther Lois Mary Sarah Mary Hannah & Eunice mother
 of the said Rebecca in Fee & Tenants in Common & afterwards
 to wit on the fifteenth day of February in the Year of our Lord
 seventeen hundred & seventy nine the said Peter the Testator died so
 seized of the said twenty nine acres of Land & thereupon the said
 Will was duly proved & approved & recorded as by an authentic
 Copy thereof in Court produced appears & have since the
 said William Esther Joseph Lois Jonas Mary Aaron Nancy
 Rebecca Peter Sarah Charles & Hannah become in title &
 in Right of said Esther Lois Mary Hannah Mary & Sarah &
 Rebecca to recover & have & Enjoy of the said twenty nine
 acres of Land to hold it them in Fee and in Common & to transmit
 the said John Carpenter hath no Entry nor after the Dispersion which Thine has Haynes &

Webber
 Carpenter
 No 29

into said Court did not appear but made Default. And it was thereupon considered by the same Court that the said Administratrix should recover in said Capacity of the said Samuel Twenty six pounds & eleven shillings Damages and five pounds eighteen shillings & eight pence Costs of Suit, upon which Judgment the said Administratrix afterwards on the seventeenth Day of July then next sued out our Writ of Execution whereby the Sheriff of our same County or his Deputy was commanded that of the Goods Effects or Credits of the said Samuel in the hands of the said Stephen they should cause to be paid & satisfied to the said Administratrix at the Value thereof in Money the aforesaid sums with two shillings more for the same Writ, which same Execution the said Simon Parsons Deputy Sheriff as aforesaid on the twenty ninth day of August then next returned into our said Court with his Return certified thereon in the Words & Figures following to wit "Hampshire August 20. 1786. Have made diligent Search & have not been able to find any Goods or Estate or the Body of the within named Samuel Hunt in my Precinct & I have not been able to find any Goods Effects or Credits of the said Samuel in the hands of the within named Stephen Baker his Trustee altho I have requested the said Stephen to shew them to me as Union Parson, Dep. Sheriff."

Wherefore the said Elizabeth as aforesaid has besought us to grant her her proper remedy in this behalf - and we being willing that what is just in this behalf should be done, command as follows that you give Notice to the said Stephen that he be before our Justices of our County of Common Pleas next to be holden at Springfield within & for our said County of Hampshire on the second Tuesday of February next to shew if he hath or can say any thing for himself why the same Elizabeth ought not to have her Execution against him for the Damages & Costs aforesaid to wit for the sum of thirty two pounds eleven shillings & eight pence of the Goods Chattels of him the said Stephen & for Writ thereof of his Body: if he shall think fit and just to do and receive that which by our said Court shall then & there be considered concerning him in this behalf &c &c

The Plt appears by Caleb Strong Esq. her Att. and the Deft the three times publicly called to come into Court makes Default of appearance here wherefore it is considered by the Court that the said Elizabeth in her said Capacity do recover against said Stephen Thirty two pounds eleven shillings & eight pence of lawful money Damages & Costs of Suit taxed at £2. 11s. 2d & thereof &c Exon. p. Mar 7. 1788

Solomon Allen of Northampton in the County of Hampshire Esq. Plt. vs. Charles Cotton of Springfield in the same County Gent. Deft. in a Plea of Trespass on the Case that said Charles at Cambridge Vt at Springfield aforesaid on the first day of August Anno Dom. 1786 by his Note for Value received promised said Solomon to pay him or Order five pounds eighteen shillings in three months from the date of said Note with Interest. Yet said Charles the request has not paid the same but neglects it to the Damage of said Solomon Seven pounds - Which said Action was commenced to be heard before Abraham Wright Esq. one of the Justices of the Peace in & for said County of Hampshire & now brought up to this Court agreeable to the Statute in such Case provided - The Plt appears by Jacobus Humbley Gent. his Att. and the Deft the three times publicly called to come into Court makes Default of appearance here whereupon it is considered by the Court that said Solomon do recover against said Charles Six pounds eight shillings & seven pence of lawful money Damages & Costs of Suit taxed at £2. 5s. 2d & thereof &c Exon. p. Feb. 28. 1788

Allen
17
Cotton
p. 32

Commonwealth
Dan Meker
No 33

To the Sheriff &c. Whereas Daniel Meker of Middlefield in the County of Hampshire Groom on the twentieth day of August last past at Worthington in the County before Nathaniel Bager Esq: one of the Justices of the Peace for the said County of Hampshire personally appeared & acknowledged himself indebted to us in the sum of Fifty pounds to be levied of his Goods & Chattels Land or Tenements and in Want thereof of his Body to our Use if Default should be made in the performance of the Condition hereafter mentioned. to wit, that if the said Daniel should personally appear before the Justices of the Court of General Sessions of the Peace then next to be holden at Northampton for & within the County of Hampshire on the last Tuesday of August then current to answer to such matters & things & should be objected against him & behalf of the Commonwealth & more especially Elizabeth Meker & should do & receive that which by the said Court should be then & there required upon him & not depart without Licence then the above mentioned Plea of acquittance to be void & of None Effect otherwise to remain in full Force Power & Virtue - And whereas at our said Court of General Sessions of the Peace holden at Northampton on the last Tuesday of August, the said Daniel being then & there three Times solemnly called to come into Court there & there did not appear but made Default thereof & did not abide the Order of said Court & departed from the said Court without Licence as by the Records & Proceedings thereof in Court to be produced manifestly appears & by the Default aforesaid the said Sum is forfeited to us & hath not been paid but still remains due & to be levied in Manner aforesaid for our Use - And We being willing to have the Sum so due & paid to us & satisfied as Justice requires, command you that you make known to the said Daniel that he appear before our Justices of our Court of Common Pleas next to be holden at Springfield within & for our said County of Hampshire on the second Tuesday of February next to shew Cause if any he has why We ought not to have an Execution against the said Daniel for the said Sum of Fifty pounds forfeited to us as aforesaid & Costs of Suit & further to do & receive what our said Court shall then & there consider concerning him in this Behalf &c. &c.

The Commonwealth appears by Caleb Strong Esq: then Att: and the said Daniel being now three Times publicly called to come into Court makes Default of Appearance there - Whereupon it is considered by the Court that Execution do issue against the said Daniel for levying of his Goods & Chattels Land or Tenements & in Want thereof of his Body to the Use of the Commonwealth the said Sum of Fifty pounds & Costs of Suit & further to do & receive what our said Court shall then & there consider concerning him in this Behalf &c. &c.
Given at June 24. 1788

Same v.
Caleb Bill
No 34

To the Sheriff &c. Whereas Caleb Bill of Norwich in our County of Hampshire Gentleman heretofore to wit on the tenth Day of March in the Year of our Lord thousand seven hundred & eighty five & three paid in said County of Hampshire before Warham Parks Esq: one of the Justices of the Peace for said County acknowledged himself to owe unto us the sum of twenty pounds lawful Money upon a certain Condition which & afterwards in our Court of General Sessions of the Peace holden at Northampton within & for our County of Hampshire aforesaid on the last Tuesday of August in the same Year the said Caleb forfeited to us - And whereas the Record of the same was produced before our Justices of our Court of Common Pleas holden at Springfield within & for our County of Hampshire on the second Tuesday of November in the same Year & it was there & there by the same Justices considered that Execution should issue against the said Caleb for levying of his Land or Chattels & in Want thereof of his Body the said Sum of twenty pounds for our Use & the further Sum of One pound five shillings & six pence of his Money adjudged to us for Costs

whereof the said Jabez is convicted as it appears to us on Record & now in
our same Court of Record we have understood that altho the Judgment there
of is given: Execution nevertheless on that Judgment yet remains to be
made for us & and we being willing to have the same so due & speedily
paid to us & satisfied as Justice requires command you that you make
known to the said Jabez that he appear before our Justices of our Court of
Common Pleas next to be holden at Springfield within & for our said
County of Hampshire on the second Tuesday of February next to shew
cause if he hath or can say any thing for himself why we ought not
to have our Execution against him the said Jabez for the said sum of
twenty pounds for rent & adjudged to us as aforesaid & the further sum
of One pound fifteen shillings & six pence adjudged to us for Costs
as aforesaid according to the Force & Effect of the Recovery and
Judgment aforesaid & also the Costs of this Suit, if he shall think fit
and further to do & receive what our same Court shall then & there
consider concerning him in this Behalf &c

The Commonwealth appears by Caleb Strong Esq^r their Att^y and the said
Jabez the three Times publicly called to come into Court make Default
of Appearance here whereupon it is considered by the Court that they
do issue against the said Jabez for having of his Goods & Chattels
Lands or Tenements & in Want thereof of his Body to the Use of the
said Commonwealth the said sum of Twenty one pounds
fifteen shillings & six pence & Costs of this Suit taxed at L. 9. 8

Aug^r Task of the Justice in the County of Hampshire Gent^l
W^m of Loammie Baldwins of Woburn in the County of Middlesex
as Esq^r & Sheriff of the same County Del^y in a Plea of Trespass
on the Case for that whereas the said Benjamin by the Countenance
of the Justices of the Court of Common Pleas holden at Springfield
within & for s^d County of Hampshire on the third Tuesday of May
in the Year one thousand seven hundred eighty six recovered against
the said Henry boothage Eight pounds four shillings & nine pence Damages
fifty shillings & six pence Costs of Suit & afterwards to wit on the twenty
fifth day of the same May the s^d Benjamin sued out a Writ of Exon
on the same Judgment of the Court prescribed by Law directed to the
Sheriff of the s^d County of Middlesex or his Deputy returnable to the
next Court of Common Pleas to be holden at Northampton in said
County of Hampshire on the Tenth Tuesday of August then next & after
wards on the same twenty fifth day of May the s^d Benjamin delivered
the same Writ of Exon to John Thack then & long after a
Deputy Sheriff of the s^d Loammie & for whom doing Default in
said Office of Deputy Sheriff the said Loammie was by Law char
geable to be by him the s^d John duly served & returned with his
Doing therein into our same Court according to the Precept of the
same Writ, & said John then & there used the s^d Writ of Exon of
the s^d Benjamin & provided s^d Benjamin to execute the same and
make Return of his Doing thereon according to Law ~ Yet s^d John
did not make Return of the s^d Writ or of his Doing thereon accord
ing to the Precept thereof nor hath the s^d John or any other having Ret
urn of Writ ever returned the same but the same John on the
first day of August used & collected of the s^d Henry the whole Contents
of the same Execution & converted the same to his own Use whereby
the s^d Benjamin hath wholly lost the Benefit of the s^d Judgment
& Execution & the Cost of the Writ of Exon which s^d Benjamin
avows was two shillings which Non payment Default & Misfeas
ances of the s^d John is to the Damage of the s^d Benjamin the sum
of twenty pounds ~ The Plea appears by Caleb Strong Esq^r their Att^y the s^d John
the three Times publicly called to come into Court make Default of Ap
pearance here whereupon it is considered by the Court that s^d Benjamin
do recover against s^d Loammie Baldwins Twelve pounds of lawful Money
Damages at Cost taxed at £ 2. 6. 8 & whereupon s^d Loammie by Samuel
Hinchley Gent^l his Att^y appears from the Judgment of this Court to be remitted
Judicial Court to be holden at Northampton in s^d County on the second Tues
day of February next & he recognises with sureties for s^d Loammie & prosecuting
his Appeal with Effect as by s^d Recognisance on file does appear

Nath
Baldwin Es
p. 33

Gideon Clark
Smith & Co
No 36.

Gideon Clark of Northampton in the County of Hampshire Gent & Daniel Smith both of Chichester in the County of Sussex men Deft in a Plea of the Case on the Case for that whereas the above Daniel took of said Daniel Smith of the said above said a of the said Daniel on the twenty fifth day of April in the Year of our Lord One thousand seven hundred & seventy four at Northampton by his Note for Value received promised said Gideon to pay him thirty pounds lawful Money on or before the first day of February then next with the Interest and after wards to wit on the twenty second day of June in the Year of our Lord Seventeen hundred & eighty four at Chichester aforesaid the same Note being then due & unpaid & in the hands of the said Gideon the said above said aforesaid & the said Daniel aforesaid upon them selves and then & there faithfully promised the said Gideon that if he the said Gideon would use his Influence that they the same above said Daniel should not be sued by Mr Phillips (meaning William Phillips Esq of Boston in the County of Suffolk) for a large Sum of Money then & long before due & owing from the said above said Daniel to the said William & for payment of the said William then in the Possession of the same above said Daniel that if the said Gideon did not get his pay for the said Note of thirty pounds with the Interest which he the said Gideon then had against the Father of the same above said Daniel as aforesaid that they the same above said Daniel would pay up the above mentioned Note in money when Mr Oliver should pay them the same above said Daniel which the same above said Daniel then & there affirmed to the said Gideon would be in a Day thereafter & the said Gideon avers that he the said Gideon believing the said Promise & Assumption of the same above said Daniel then afterwards on the said twenty second day of June & the divers other days & Times between the said twenty second day of June & the first day of May then next did use his Influence with the said Phillips that they the same above said Daniel should not be sued by him the said Phillips & did persuade him the said Phillips not to sue them the same above said Daniel for a large Sum of Money then & long before due as aforesaid from the same above said Daniel to the said Phillips & for the said Land in the Possession of the same above said Daniel & that he the said Phillips did not sue them the same above said Daniel or either of them for the Sum due as aforesaid or for the said Land or for any other Cause & the said Gideon further avers that he has not got his pay for said Note of thirty pounds or the Interest thereof and that he hath never obtained or received any part of the Contents of the same Note & that the said Oliver has long since paid to the same above said Daniel the Sum due as aforesaid from the said Oliver to the same above said Daniel & payable in May aforesaid also for that whereas on the twenty second day of June Anno Dom. Seventeen hundred & eighty four at Chichester aforesaid a certain Discourse was had & moved by & between the said Gideon & the same above said Daniel of and concerning one other Note of hand by which the Father of the same above said Daniel on the twenty fifth day of April in the Year of our Lord Seventeen hundred & seventy four at Northampton aforesaid had promised the said Gideon to pay him the Sum of thirty pounds lawful Money on or before the first day of February then next with the annual Interest for the same till paid & also of and concerning a Tract of Land of William Phillips of Boston in the County of Suffolk Esq lying in Chichester aforesaid & then in the Possession of the same above said Daniel & upon that Discourse it was then & there agreed between the said Gideon & the same above said Daniel that the said Gideon should use his Influence with the said William that he the said William should use his Influence with the said William that he the said William should not commence an Action against the same above said Daniel to recover Possession of the same Tract of Land & that the same above said Daniel should pay to the said Gideon the Contents of the same Note of hand made to the said Gideon by the Father of the same above said Daniel as aforesaid in May then next & if he the said Gideon should not obtain the Contents of the same Note before that Time & the same above said Daniel should

the in consideration that the said Gideon at the Special Instance Request
 of the same Abner & Daniel affirmed upon himself & promised to the
 same Abner & Daniel that he the said Gideon would use his influence
 with the said William Phillips that he the said William should not
 commence an action against the same Abner & Daniel to recover
 possession of the same Tract of Land & promised on themselves & to
 the said Gideon then & there faithfully promised that they the same
 Abner & Daniel would pay to the said Gideon the contents of the
 same Note of hand made to the said Gideon by the father of the
 same Abner & Daniel as aforesaid in May then next if the said
 Gideon should not obtain the contents of the same Note before
 that time - And the Pleaders that he giving credit to the said
 Promise of the same Abner & Daniel afterwards to wit on the
 same twenty second day of June as said Clarke did up his influence
 with the said William that he the said William should not commence
 an action against the same Abner & Daniel to recover possession of
 the same Tract of Land & that the same William has never com-
 menced any action against them the same Abner & Daniel for
 the recovery thereof & And he the said Gideon hath never obtained
 or received the contents of the same Note or any part thereof - Also for
 that the said Abner & Daniel on the fifth day of May Anno Domini
 1785 at Clarke aforesaid being justly indebted to the said Gideon in
 the sum of fifty pounds lawful money for the balance of money
 then before that time had received by the said Abner & Daniel for
 the said Gideon & to his use at the special Instance & Request of the
 said Abner & Daniel in consideration thereof the said Abner &
 Daniel undertook & to the said Gideon then & there faithfully promised
 to pay him the same sum on Demand - Yet the said Abner & Daniel the
 often requested have not nor have either of them paid to the said
 Gideon the contents of either of the Notes of hand abovementioned or
 either of the sums aforesaid or any part of either of them but un-
 justly neglect to do it to the Damage of said Gideon twenty pounds
 which case was commenced to be heard before Ephraim Wright
 Esq. one of the Justices in & for said County of Hampshire and now
 bro't up to this Court agreeably to the Statute in such Case provided
 The Pleas appear by Caleb Strong Esq. his Att. and the Def. by Mr. J. B. B. Esq. their Att. come & defend & for the a say they were pro-
 mised in manner & form as the Pleas hath alleged in his said
 Declaration against them and thereof put themselves on the
 Country - And the Pleas likewise - A Jury being returned in
 panelled & sworn as the Law directs to try the Issue declare upon
 their Oath that they find the Defs. promised as set forth in the
 Declaration and which Damages at Fifty four pounds fourteen
 shillings - Whereupon it is considered by the Court that said
 Gideon do recover against said Abner & Daniel Fifty four
 pounds fourteen shillings of lawful money Damages & Costs of
 suit taxed at £ 4 3s - Whereupon the said Abner & Daniel
 by Samuel Shuckley Gent. their Att. appeal from the Judgment of
 this Court to the Supreme Judicial Court to be holden at Northampton
 in & for the County of Hampshire on the last Tuesday of
 April next & he recognizes with sureties as the Law directs for
 their prosecuting their Appeal with Costs as by said Recogniz-
 ance on file does appear

Mather & al
v.
Shimball & al
No 37

To the Sheriff &c. Whereas Samuel Mather & Sylvester Mather both of
Lyons in the County of New London & State of Connecticut Merchants before
our Justices of our Court of Common Pleas holden at Northampton within
a for our said County of Hampshire by Adjournment of the General
Court on the first Tuesday of March last by the consideration of our said Justices
reversed Judgment against Samuel Shimball late of Brookfield in our County
of Worcester & against for the sum of Twenty five pounds lawfull money Dam-
ages & One pound eleven shillings & ten pence for their Costs & Charges by them alone
their Suit in that behalf expended whereof the said Samuel Shimball is now with
as appears to us of Record - and altho the Judgment be thus given and given
for the Damages & Costs aforesaid and due Form was granted to the
said Samuel Mather & Sylvester bearing Date the fourteenth day
of March last directed to the Sheriff &c. & returnable into our Court
of Common Pleas then next to be held at Springfield within a for our
said County of Hampshire on the third Tuesday of May then next
which said Writ was then afterwards on the same 4th day of March
committed to Sir Isaac Parson then & ever since a Deputy Sheriff
under Elisha Porter Esq^r Sheriff of our said County to be executed and
returned according to Law - and afterwards on the same third Tuesday
of May last the said Sir Isaac Parson Deputy Sheriff as aforesaid made
Return of the same Writ into our said Court of Common Pleas with
his Indorsement thereon in Writing & figures following (to wit)
"Hampshire 14. May 1787 - For Want of Good Chatte^r & Land on the Body
of the within named Samuel Shimball to be found in any Precincts
I return this Execution wholly unsatisfied" and they the said Samuel
Mather & Sylvester Mather aver that Samuel Shimball hath avoided &
said that the same Judgment yet remains in full Force not satisfied
reversed & annulled - and whereas hitherto when the said Samuel
Shimball was taken by the original Writ on which the said Judgment
was given Viz^t on the 26th day of September 1786 Timothy Shimball of
Brookfield in our County of Worcester & James Shuck of Wil-
mabury in our County of Hampshire by their Bond to our said
Sheriff under their hands & seals duly executed then & there became
a new Bail & Surety for the said Samuel Shimball's Appearance at
the Court to which the same Writ was returnable & answering to the
said Samuel Mather & Sylvester in a Plea of Trespass on the Case
therein declared, but also for his the said Samuel Shimball's abiding the
Judgment of our said Court then & now & not avoiding as by said Bond
bearing Date Sept. 29th aforesaid it hath to be produced appears
nevertheless the said Samuel Shimball did not appear at our Court where
& when the same Original Writ was returnable nor answer to the Plea
of the said Samuel Mather & Sylvester, neither has he any way abided or
performed the Judgment aforesaid of our said Court then & now, but hath
avoided and a Return of Non Est Inventus hath been duly made
on the Execution aforesaid, and the same remains wholly unsatisfied
& said Samuel Mather & Sylvester have supplicated us to provide
a Remedy for them in this Behalf - and we being willing that
Justice should be done in the Premises command you that you
make known to said Timothy Shimball & James Shuck that
they be before our Justices of our Court of Common Pleas next to be
holden at Springfield within a for our said County of Hampshire
on the second Tuesday of February next then & there to shew Cause
if any they have why the said Samuel Mather & Sylvester ought not
to have their Execution against them the said Timothy & James for
their Damages & Costs aforesaid & further to do & receive that which
our said Court shall then & there consider concerning them in
this Behalf &c. The Plea appears by Caleb Strong Esq^r their Att^y and
the Defts the three times publicly called to come into Court make Default
of Appearance here - Whereupon it is considered by the Court that the said

Samuel Mather & Sylvester Mather do recover against said Timothy
Hill ball & James Shuck Twenty eight pounds & four shillings of
lawful money Damages & Cost of Suit taxed at L. 16. 10. 0. & thereupon
Executed Mar 7. 1788

237

Thomas Alford of Easthampton in the County of Hampshire Plaintiff
vs. Elisha Seard of the same Easthampton Defendant. Doth shew
That the said Elisha renders to him the sd Thomas One hundred
pounds lawful money which to him he owes & from him unjustly
detains further to w^{ch}. that the said Elisha on Northampton in
said County on the fifth day of December Anno Dom. 1785 by his
certain Writing obligatory sealed with the Seal of the sd Elisha
in Court to be produced that Date whereof in the Day & Year last
aforesaid acknowledged himself to be holden & stand firmly
bound & obliged to said Thomas in said sum of One hundred
pounds lawful money to be paid to the said Thomas when the
said Elisha should be thereto afterwards required - Yet said
Elisha tho' often requested hath not paid said sum to the Plaintiff
or any part thereof but unjustly neglects it to the Damage of
said Thomas One hundred & twenty pounds

Alford
vs
Seard
N^o 38

Which Case was commenced to be heard before J. William
Wright Esq^r one of the Justices of the Peace in & for County
and now brought up to this Court agreeably to the Statute in such
case provided - The Plaintiff appears by Caleb Strong Esq^r his Att^d &
the Defendant likewise comes into Court & moves that this Case may be
continued to the next Term that he may have Time to shew
specially - And it is considered by the Court that the said
Parties have Day here in Court until the last Tuesday of August
next

To the Sheriff &c Whereas Caleb Strong of Northampton in the
County of Hampshire Esq^r before our Justices of our Court of Com-
mon Pleas holden at Northampton within & for our said County of
Hampshire on the first Tuesday of March last by the Countenance
of our said Justices received Judgment against Elisha Sheldon late of
Barnardston in said County of Hampshire & thereupon called Gentlemen
for the sum of twenty pounds three shillings & two pence lawful
Money Damages & one pound & six pence for his Costs & Charges by
him about his Suit in that behalf expended whereof the said
Elisha is conscious as appears of Record & altho Judgment in three
of p^{er}son and Execution for the Damages & Cost aforesaid in due Form
was granted to Caleb the twentieth day of April last directed
to the Sheriff of the County of Hampshire or his Deputy & returned
into our said Court of Common Pleas then next to be held at Springfield
within & for our said County of Hampshire on the third Tuesday of
May then next which said Writ was then afterwards on the same
twentieth day of April committed to Simon Parsons then & ever
since a Deputy Sheriff under Elisha Porter Esq^r Sheriff of our said
County to be executed & returned according to Law - And afterwards
on the same third Tuesday of May last the said Simon Parsons
Deputy Sheriff as aforesaid made Return of the same Writ into
our said Court of Common Pleas with his Indorsement & Writing
thereon in the Words & Figures following (to wit) Hampshire ss
"May 15. 1787 I have not been able to find any Good Chattel
"Lands or the Body of the within named Elisha Sheldon in my
"Premises and I return this Execution wholly unsatisfied Simon
"Parsons Deputy Sheriff" as by said Writ of Execution now on File in our
said Court appears of Record - And said Caleb avers that said Elisha
Sheldon hath avoided. and that the same Judgment yet remains in full
Force not satisfied reversed or annulled - And whereas here to fore when
the said Elisha Sheldon was taken by the original Writ on which the
said Judgment was given viz^t on the tenth day of August in the
year of our Lord one thousand seven hundred & eighty six Obadiah Dickinson of
Northfield in our said County of Hampshire the Clerk by his Bond to

From
at
Dunsmore
N^o 39

our said Sheriff under his hand & seal duly executed this & then became
and was Bail & Surety for the said Elijah Sheldon, appearance at the Court
to which the same writ was returnable & answering to the said Caleb
Strong in a Plea of Trespass on the Case therein declared and also for the
the said Elijah Sheldon abiding the Judgment of our S^d Court thereon
& not avoiding as by said Bail Bond bearing Date the tenth day of
August as aforesaid in Court to be produced appear. Nevertheless
said Elijah did not appear at said Court nor answer to the Plea of
said Caleb, neither has in any way abided or performed the Judgment
aforesaid but hath avoided & returned of Non Est in ventus both
been duly made on the Exceutors aforesaid & the same remains
wholly unsatisfied as we have heard from the suggestions of the
said Caleb, and he has supplicated us to provide Remedy in this
behalf - and we willing that Justice should be done in the Premises
do command you that you make known to the said Obadiah that he
be before our Justices of our Court of Common Pleas next to be holden
at Springfield within & for our S^d County of Hampshire on the
second Tuesday of February then & there to shew Cause why the said
Caleb ought not to have his Execⁿ against him the said Obadiah
for his Damages & Costs aforesaid &c &c

The Pl^{ff} appears and the Def^t the three Times publicly called to come into
Court makes Default of appearance here Whereupon it is considered
by the Court that said Caleb do recover against said Obadiah
Twenty three pounds seven shillings & two pence of lawful money
Damages & Costs of Suit taxed at £ 1. 13. 2 & thereof &c
Exon^d 2^d Mar^y 1788

Barnard
vs
Buxington
N^o 40

Salah Barnard of Deerfield in the County of Hampshire Esq^r
Pl^{ff} vs. Samuel Buxington of Worthington in the County aforesaid
Def^t in a Plea of Ejectment wherein he demands against said
Samuel a certain Tract of Land in Worthington aforesaid with
the Buildings thereon & Appurtenances being parcel of the Farm
lately owned by Alexander Miller & part of lots Number Nineteen
and twenty two so called that is to say all that part of the said
two lots which lie North of the County Road and the Premises
are bounded Southerly on said Road Westerly on the West Line
of said Lot Number Nineteen Northerly on the North Line of said
Lot Number Nineteen East on the East Line of the said Lot Number
Nineteen & Twenty two & says that on the fourth day of January in
the Year of our Lord Seventeen hundred & eighty four he was lawfully
seised of the Tract of Land aforesaid with the Buildings thereon and
appurtenances in his Demesne as of Fee taking the Profits thereof
to the Value of Ten pounds by the Year & ought still to hold the
same accordingly - yet Samuel said that since hath ill
gally entered into the same Tract of Land thereof unlawfully
disseised the said Salah & still unjustly holds him out to the Damage
of said Salah Four hundred pounds

The Pl^{ff} appears by Caleb Strong Esq^r his Att^y and the Def^t likewise comes
& moves that this Case may be continued to the next Term, agreeing
then to file a Deed &c Whereupon it is considered by the Court that
Parties have Day here in Court till the last Tuesday of August next

Pomeroy &
Rich
N^o 41

Man^r. Pomeroy of Warwick in the County of Hampshire Esq^r Pl^{ff} vs.
Nathaniel Rich of the same Warwick Def^t in a Plea of Trespass
for that said Rich at said Warwick on the twenty second day of May
last past with Force & Arms assaulted the said Pomeroy took in prisoned
& restrained him of his lawful Liberty against his Will for the space
of five days and until he compelled & obliged him to expend the
sum of money to obtain his Freedom & Liberty again & other Enor
mities he then & there did him against our Peace & to the Damage of
said Pomeroy One thousand pounds. Which said Case was con
- sidered

the said Robbins to pay him the same sum on Demand: yet the said Porroy Henry Goodell & John & Dana neither of them (the other requested) have not paid either the sum aforesaid or any way performed their said Promise but refuse to do it to the Damage of said Robbins Three hundred pounds which Case was commenced to be heard before Medad Porroy Esq. one of the Justices of the Peace in & for said County of Hampshire and now took up to the Court agreeably to the Statute in such Case provided — The Parties severally appear and agree that the Case be continued to the next Term — and it is considered by the Court that they have Day here in Court until the last Tuesday of August next

Char' Perry
Pet & Order
Thereon
No 43

Sheweth Charles Perry that Moses Burt late of Wilbraham in the County of Hampshire Esquire deceased, in his Life Time to wit on the Ninth Day of May in the Year of our Lord seventeen hundred & eighty three at said Wilbraham by his Bond or Obligation of that Date under his hand & seal and in Court ready to be produced did covenant & contract with & bind himself to the said Charles Perry in the penal sum of One thousand pounds lawful Money to convey to him the said Charles Perry the Real Estate mentioned & described in the Condition of said Bond on such Condition as are therein set forth; but the said Moses Burt was prevented therefrom by Death, and said Charles says that he on his part now stands ready to comply with & perform & fulfill the Condition of said Bond Covenant & Contract made with the said Moses Burt in his Life Time aforesaid — And therefore prays that Esther Burt Widow & Executrix of said Moses the aforesaid Obligor may be licensed & empowered to make & execute a Conveyance of said Real Estate described in the Condition of the Bond aforesaid, to him the said Charles Perry in the same manner that he the said Moses the Obligor would be obliged to make & execute were he living at the Time of the Performance of the Condition of said Bond & as in Duty bound shall pray &c. — Which said Petition being read it is thereupon considered by the Court that the said Esther in her said Capacity as Executrix to the last Will & Testament of the aforesaid Moses Burt be and lawfully be empowered to make & execute a Conveyance of the said Real Estate described in the Condition of the Bond of the said Moses to said Charles executed the ninth day of May Anno Domini 1783. in as full & ample a manner as he the said Moses the obligor would be obliged to make & execute were he living, provided the said Charles shall fully perform his Part of the Covenant mentioned in said Bond

Gazeth
for
Clarke Es
No 44

We the Subscribers Referees mutually chosen & appointed by Lewis Nicholas Gazeth on the one part & Caleb Clarke Esq. on the other part to hear determine & bring to final Issue all Matters of Controversy subsisting between them which Agreements of said Parties signed by the said Caleb in his own proper hand & by Sam^l Dexter as Att^y to & on behalf of said Nicholas is certified unto us by Ephraim Wright Esq. one of the Justices of the Peace in & for the County of Hampshire — Having upon taken upon us the said Lewis & fully heard the said Parties their Pleas Proofs & Allegations & maturely considered the same do order that the said Caleb Clarke Esq. pay to said Nicholas three shillings in full of all Demands as that said Caleb may the Court attending the Controversy taxed at One pound three shillings & eight pence & that this order be a final and

of all Demands unto the fourth day of September Lane Domicil
1787 all which is submitted to Gen. Heath & John Heath
Robt. Heath. Which I returned is accepted and it is
thereupon considered by the Court that said Nicholas do
recover against said Caleb Three shillings of lawful money
Damages & Costs of Suit taxed at £ 1 10 s & there of de
Paid in Court

Erastus Sergeant Esq^r & John Sergeant Clerks both of Stockbridge in
the County of Berkshire Administrators on the Estate of Mark Storer Admin^r as
his late of Great Barrington in the County aforesaid Esq^r deceased
& in s^o Capacity Iffs^r William Schermerhorn late of the City of Hudson
in the County of Columbia & State of New York Defendant in a
& Plea of Trespas on the Case & whereupon I Erastus & John complain
for that whereas the said William a Sheriff aforesaid on the first day
of October seventeen hundred & seventy four in Consideration that the
said Mark had then before that Time done & performed for the said
William a this Special Instance a Request divers Works Labours & Ser-
vices in & about prosecuting & defending divers Suits & Actions at Law
for the s^d William & had expended divers Sums of Money in & about
the Prosecution & Defence of those Suits & Actions aforesaid on him self &
then & there faithfully promised the said Mark who was then in full
life to pay him there for on Demand so much money as the said Mark
for his said Works Labours & Services did reasonably deserve to have so
much Money as he so said out & expended & also so much money as was
due & of Right payable to the s^d Mark for his Fees for the Prosecution &
Defence of those Suits & Actions / the s^d Mark being an Attorney at Law during
the whole Time that he so prosecuted & defended those Suits & Actions / the
s^d Erastus & John alleged & aver that the said Mark for his said Works
Labours & Services all the Time they were so done & performed did reason-
ably deserve to have the Sum of twelve pounds lawful money that he
had out & expended in & about the Prosecution & Defence of s^d Suits &
Actions other twelve pounds like Money & that there was due & payable
to the said Mark for the Fees of the said Mark in & about the Prosecution
& Defence of the same Suits & Actions other twelve pounds of all which
the said William then immediately afterwards from said Mark had Notice
yet s^d William the s^d then requested hath never in any part performed his
aforesaid Promise either to said Mark in his life time to the s^d Admin^r
Erastus or either of them since & Death of s^d Mark but neglects to the
Damage of said Erastus & John Twenty pounds

Shermerhorn
No 45

Which said Action was commenced to be heard before John Williams
Esq^r one of the Justices of the Peace in & for s^d County of Hampshire and
is now brought up to this Court agreeably to the Statute in such Case provided -
The Parties appear & agree to a continuance of this Case to the next
Term & it is considered by the Court that they have Day here in
Court until the next Tuesday of August next

Yad Smith of Wrentham in the County of Hampshire Town Clerk & Smith
vs Israel Chapin of Hatfield in the same County Esq^r Defendant in a
Plea of the Case for that s^d Israel at said Hatfield on the eighth day of
May last by his Note for Value received promised s^d Yad to pay him
on his Order Eight pounds seven shillings & three pence lawful money
on Demand with Interest - yet s^d Israel the requested has never
paid the same but neglects to the Damage of said Yad Ten
pounds - Which Case was commenced to be heard before David
Septon Esq^r Justice of the Peace in & for s^d County & brought up to this Court
the Statute directs - The s^d appears and the Defendant the three Times called
to come into Court makes default of appearance here whereupon it is
considered by the Court that s^d Yad do recover against s^d Israel Ten
pounds six shillings of lawful money Damages & Costs of Suit taxed
at £ 2 5 s 11 & there of de Given up April 18th 1788

Chapin
No 46

9th Nov 1787
Hester
N^o 37

This Case is an Award which on Motion of One of the Parties is by the Court ordered to be recommitted & the fee is not recorded here

French
N^o 48

Hampshire & Wiltonburgh Sept. 12. 1787. On the Subscribers being appointed Referees in an Action or Plea of Trespass both by L^{td} Abigail Hunt against Thomas French apts having heard the Parties & their Counselors do adjudge & award that the said Thomas French shall & do pay to the said Abigail Hunt the Sum of Six pounds one shilling & one penny lawful money Debt & Damages together with the Cost of this Reference taxed at Five pence two for Shillings & the Cost of Court to be taxed by the Court - all which is submitted as Written & our Records Josiah Dwight William Bodman Joseph Bodman Referees. which said Award made on a Submission of the Parties aforesaid before William White Esq^r one of the Justices of the Peace in & for the County, agreeably to the Statute in such Case provided, being now read is accepted & laid it is thereupon recorded by the Court that said Abigail do recover against said Thomas French the Sum of Six pounds one shilling & one penny Damages & Costs of Suit taxed at £ 6 17 4 & there of &c. 24th of Apr 17. 1788.

Bay^l Leonard Esq^r
Petⁿ for Sale &c
N^o 49.

It is humbly shewt Inba Leonard Executor of the last Will and Testament of Benjamin Leonard late of West Springfield in the County of Hampshire deceased that the whole of the personal Estate of said Deceased has been disposed of for the payment of the Debts due from said Estate & that the Sum of Fifty three pounds five shillings & seven pence remains unpaid. he therefore prays he may be allowed to sell so much of the Real Estate of said Deceased as will enable him to pay the aforesaid Sum with Costs of Sale &c. Whereupon it is considered by the Court that said Inba be & he is hereby empowered to make Sale of so much of the Real Estate of said Deceased as shall produce the Sum of Fifty eight pounds for the purpose aforesaid, he duly observing the Directions of the Law relating to such Sales.

Reed Erskine &
Adm^r. Petⁿ for
Sale of Real Estate
N^o 50.

It is humbly shewt Isaac Whitmarsh Administrator on the Estate of Reed Erskine late of Cunninghamton in the County of Hampshire died that the Debts due from the Estate of said Deceased exceed the personal Estate of said Deceased & the Widow's Allowance & Administrators Account allowed being deducted & the Sum of Thirty one pounds seven shillings & one penny as appears by the Certificate of the Register of Probate in for said County herewith exhibited. he therefore prays he may be allowed to make Sale of so much of said Deceased his Real Estate & will enable him to pay said Sum & all necessary Charges. Whereupon it is considered by the Court that the Administrator aforesaid may make Sale of so much of the Real Estate of said Deceased as will produce the Sum of Thirty four pounds for the purpose aforesaid, he duly observing the Law which relate to such Sale.

Redick Stewart
Adm^r. Petⁿ for
Sale of Real Estate
N^o 51

It is humbly shewt Elisha Root Administrator on the Estate of Redick Stewart late of Montague in the County of Hampshire deceased that the personal Estate of said Deceased is insufficient to discharge the Debts due from said Estate. said Debts exceeding said personal Estate the Sum of twenty eight pounds seven shillings & two pence half penny as appears by a Certificate from the Office of Registry of Probate of Wills for said County herewith exhibited: and prays he may be allowed

to make Sale of so much of the Real Estate of said Deceased as will enable him to discharge said Debt with necessary Charges &c
Whereupon it is considered by the Court that said Administrator be and he is hereby is empowered to make Sale of so much of the Real Estate of said Deceased as shall produce the sum of Eighty two pounds for the Purposes in his Petition mentioned, he duly observing the Directions of the Law relating to such Sale

240

Annally shews Simon Nash Administrator on the Estate of Reuben Munn late of Greenfield in the County of Hampshire Adm^r Petⁿ for deceased that the personal Estate of s^d Deceased is insufficient to Sale of Real Estate pay the Debt due therefrom, said Debt exceeding the personal Estate the sum of twenty three pounds nineteen shillings & eight pence and therefore prays he may be allowed to make Sale of so much of the Real Estate of said Deceased as will enable him to pay said Debt with Costs of Sale &c. Which said Petition being read & it being now made to appear by a Certificate from the Office of Reg^{is}try of Probate of Wills &c. for s^d County, that the whole Amount of s^d Deceased his Estate both Real & personal as inventoried is only Twenty one pounds & thirteen shillings. This thereupon considered by the Court that said Administrator be & he hereby is empowered to make Sale of the whole Real Estate of said Deceased for the purposes mentioned & in his said Petition he observing the Directions of the Law relating to such Sales

No 52

Annally shews Samuel Morse Administrator on Estate of M^r Morse late of Worthington in the County of Hampshire deceased, that all the personal Estate of said Deceased has been disposed of & the whole of the Real Estate of s^d Deceased except the Widow's Third or Right of Dower in s^d Deceased, Real Estate has been sold by Order of Law for payment of the Debt &c. and that there remains yet due from s^d Estate to discharge the whole of its Debt Two hundred forty three pounds 14/4^d. He therefore prays he may be allowed to make Sale of the whole or so much of the Widow's Right of Dower in s^d Deceased his Real Estate (she having consented thereto, as appears by her Certificate under her hand & seal with exhibits, / as shall enable him to complete the Payment of s^d Deceased's Debt &c.

M^r Morse
Adm^r Petⁿ for
Sale of Widow's
Dower &c
No 53

Whereupon it is considered by the Court that said Administrator be & he hereby is empowered to make Sale of the said Widow's Right of Dower in the aforesaid Deceased his Real Estate for the Purposes aforesaid. be the said Administrator forth giving Bonds to the Judge of Probate of Wills &c. for said County, for the annual Payment of the said Interest of such sum as the Sale of said Third or Right of Dower shall amount to

Annally shews Jahiel Woodbridge Administrator on the Estate of Samuel Goodman late of South Hadley in the County of Hampshire deceased that the Debt due from said Estate exceed the personal Estate of s^d Deceased (after deducting the Widow's Allowance & s^d Administrator's Account) One hundred & forty two pounds 9/11 as appears by a Certificate from the Office of Registry of Probate for said County; and therefore prays he may be allowed to sell so much of the Real Estate of said Deceased as will enable him to pay the aforesaid sum with reasonable Charges. Whereupon it is considered by the Court that the Administrator aforesaid be and he hereby is empowered to make Sale of so much of the Real Estate of the said Samuel as shall produce the sum of one hundred & forty five pounds for the purposes aforesaid, he observing the Directions of the Law touching such Sales

J^m Goodman's
Adm^r Petⁿ for
Sale of Real Estate
No 55

Eliah Wells Executor
Pet for Sale of Real
Estate &
No 55.

Humbly sheweth Ethan Bellingham Executor of the last Will of Eliah Wells
late of Conway in the County of Hampshire deceased that the Debts due
from the Estate of said Deceased exceed the personal Estate (the Widows Allow
ance & Executor's due allowance being deducted) the Sum of two hundred and
fifty eight pounds thirteen shillings & nine pence half penny
and therefore pray he may be allowed to make Sale of so much
of the Real Estate of said Deceased as will enable him to pay the aforesaid
Sum & Costs of Sale &c — Whereupon it is considered by the
Court that said Executor may make Sale of so much of the Real
Estate of said Deceased as shall produce the Sum of two hundred
& sixty four pounds for the purposes aforesaid he observing the
Directions of the Law touching such Sales

Field Esq
Japh
No 56.

We the undersigned being appointed Referees in the Case between David
Tuttl Esq & James Tapp Deft such a Deed of Sale 1788 and
after having heard & examined the Proofs & Allegations of both the
Parties do award & determine that the said David pay to the said
James the Sum of Five pounds Six shillings & one penny Cost of
Expense & Cost of Court to be taxed by the Court & High Mr. Bellan
Buyer of the Referees. Which said Subscrip was on a Referees
agreed to by the said Parties before David Septor one of the Justices
of the Peace in & for said County, agreeably to the Statute in such
Case provided. — The same is now accepted by the Court and
it is considered that said James do recover against said David
Six pounds Six shillings & three pence being the aforesaid Costs
of Expense & Cost of Court & three of &c Given at Mar 15. 1788.

Dickinson
Thimball
No 57

Reuben Dickinson of Amherst in the County of Hampshire Gent. Plf
vs. Levi Thimball of Fitchburg in the County of Worcester Gent. Deft
in a Plea of Trespass on the Case for that said Levi at said Fitchburg on
the twentieth Day of May A.D. 1783 by his Note for Value recd promised
Joseph Walker to pay him on Order Forty three pounds ten shillings
in one Year, and J Walker there afterwards on the same Day for Value
recd by his Indorsement on said Note orderd the Contents thereof then
unpaid to be paid to said Reuben of all which the said Reuben there
afterwards on the same Day gave the said Levi Notice & thereupon the
said Levi became chargeable to pay the same Contents to the said Reuben
according to the Tenor of the same Note & there & there in Consideration
thereof promised the said Reuben to do it accordingly. Of which said
Levi the requested has never paid the same but neglecteth to the
Damage of said Reuben Thirty pounds.
which is now brought to this Court agreeably to the Statute
The Supp appears by Simon Strong of his att. and the said Levi in
his own Person comes & depends &c and says he never promised
in a Manner & Form as set forth in the Declaration & thereof puts
himself on the Country — And the Plf likewise

A Jury being called inpanelled & sworn as the Law requires to
try the Issue, whereupon their Verdict that they find the Deft promised
as set forth in the Declaration, and a sum of Damages ab Ten pounds
& five shillings — And thereupon it is considered by the Court
that the said Reuben do recover against said Levi Ten pounds
& five shillings of lawful Money Damages & Cost of Suit taxed
at £6. 18. 11 & thereof &c Given at May 1. 1788

Lemuel Hastings of Greenfield in the County of Hampshire Juror Plff
vs Obed Took of the same Greenfield This bandman & Jason Parmenter of
Bernardston in the County of said the bandman Deft in a Plea of
Trespas for that said Obed & Jason at South Hadley in P County of Hamp
shire on the twenty seventh day of January last past with forced Arms on
him the said Lemuel did make an assault and him the said Lem
uel did then & there beat wound & abuse take & imprison & him in
Prison for a long Time to wit for the space of four days from thence
wth engaging without any reasonable or lawful Cause & against the Will
of the said Lemuel did detain & other Outrages on him then & there
committed contrary to Law & against the Peace - also for that the said
Jason at South Hadley on the same twenty seventh day of January with
Force & Arms one Firelock of the Value of Four pounds one powder horn
of the Value of two shillings halp a pound of Powder of the Value of one
shilling & four pence sixteen leaden Balls of the Value of eight pence
& one pocket Handkerchief of the Value of two shillings all of the
Goods & Chattels of the said Lemuel took & carried away & other Wrongs to
the said Lemuel then & there did contrary to Law against the Peace &
to the Damage of said Lemuel Fifty pounds.

The Plff appears by Caleb Strong Esq his Att^y - and the said Obed comes & defend
s, and says he is not guilty in Manner & Form as set forth in the Decla
ration and that of puts himself on the Country - And if Plff be worse

And the said Jason Parmenter by Obed Took his Att^y comes & defends
s, and says he is not guilty in Manner & Form as set forth in the
Declaration and that of puts himself on the Country - and the Plff
thence - A Jury being called impanelled & sworn as the
Law directs to try the Issue declare upon their Oath that they find
the said Obed & Jason are guilty and a fine Damages at Three
pounds - Whereupon it is considered by the Court that
said Lemuel do recover against said Obed & Jason Three pounds
of lawful Money Damages & Costs of Court taxed at £14. 6. 8

Whereupon the said Lemuel in his own Person here in Court
appeals from the Judgment of this Court to the Supreme Judicial
Court to be holden at Northampton in & for the County of Hamp
shire on the last Tuesday of April next & he recognises with Sure
ties as the Law directs for his prosecuting his Appeal with Costs
as by P^roquisition on File does appear

Ezekiel Barren of Greenfield in the County of Hampshire clothier Plff Parson
vs Obed Took of the same Greenfield This bandman & Jason Parmenter
of Bernardston in the same County This bandman Deft in a Plea of Trespas
whereon said Ezekiel complains that the said Obed & Jason at South
Hadley in P County of Hampshire on the twenty seventh day of
January last past with Force & Arms on him the said Ezekiel
did make an assault & him the said Ezekiel did then & there
beat wound abuse take & imprison & him in Prison for a
long Time to wit for the space of four days from thence wth
engaging without any reasonable or lawful Cause & against the
Will of said Ezekiel did detain & other Outrages on him then
& there committed contrary to Law & against the Peace - also for
that said Obed & Jason at South Hadley on the same twenty
seventh day of January with Force & Arms one Firelock of the
Value of Fifty five shillings one powder horn of the Value of two shil
lings, twenty five leaden Balls of the Value of one shilling halp a
pound of Powder of the Value of one shilling & four pence one Blanket
of the Value of twenty four shillings - one Chinapack & Trump Line of the
Value of four shillings one Bullet Pound of the Value of one shilling &
six pence six pounds of salt Pork of the Value of three shillings
four pence of the Value of three shillings twelve pounds of Bread of the
Value of three shillings all of the Goods & Chattels of the said Ezekiel took &

carried away & other Wrongs to said Deibel then & there did contrary to Law
& against the Peace & to the Damage of said Deibel Fifty pounds

The Plaintiff appears by Simon Strong Esq^r his Att^r and the said Deibel
in his own Person appears & defends &c. and says he is not guilty in
Manner & Form as is set forth in the Plaintiff's Declaration & through puts
himself on the Country - And the Plaintiff likewise

And the said Jason by Obed Root his Att^r comes & defends &c. &
says he is not guilty in Manner and Form as set forth in the
Declaration and through puts himself on the Country. And the Plaintiff
likewise - All being called in parcell & sworn to try
the Issue as the Law directs & Declare upon their Oaths that they find
the said Obed & Jason are jointly guilty & a just Damages at
Three pounds - Whereupon it is considered by the Court that

said Deibel do recover against said Obed & Jason Three pounds
of lawful money Damages, and Costs of Suit taxed at £4. 6. 4

Whereupon the said Deibel by Caleb Strong Esq^r his Att^r appeals
from the Judgment of this Court to the Supreme Judicial Court to
be holden at Northampton in & for the County of Hampshire
on the Tenth Tuesday of April next and he recognizes with three
ties as the Law directs for said Deibel, prosecuting his said
Appeal with Effect as by said Recognizance on File does appear

Sam^l Beebe Adm^r
of the Estate of
Real Estate
p. 60.

Simon de Shew Stewart Beebe Administrator on the Estate of Sam^l
uel Beebe late of Wilbraham in the County of Hampshire demand
that the personal Estate of said Samuel is insufficient to discharge
the Debts due from said Decedent; said Debts exceeding the personal
Estate the Sum of One hundred & twelve pounds four shillings
& nine pence two farthings - as appears by a Certificate from the
Office of Registry of Probate of Wills in for said County herewith
exhibited - He therefore prays he may be allowed to sell so much
of the Real Estate of said Decedent as will ~~produce the sum of~~
charge said Debts with the necessary costs attending the same -

Whereupon it is considered by the Court that said Adminis-
trator be & he hereby is authorized to make Sale of so much
of the Real Estate of said Decedent as shall produce the Sum of
One hundred & fifteen pounds he duly observing the Directions
of the Law relating to such Sales

Longworth Comp^t
Thompson
p. 61.

Simon de Shew William Longworth (of Palmer in the County of
Hampshire Weaver) that at a Court holden before John Bliff Esq^r one of
the Justices of the Peace in and for the County on the seventh day of Decem-
ber 1787 he removed Judgment against Benjamin Thompson (of
Ware in the said County Yeoman) for the Sum of Two pounds
nine shillings & nine pence lawful money Damages & Costs of Suit
taxed at One pound ten shillings & eleven pence. from which Judg-
ment said Benjamin appealed to the Honorable Court he recognized
to prosecute the same with Effect but has failed so to do, and there-
fore prays Affirmation of the said Judgment with additional
Damages & Costs &c. And thereupon it is considered by the Court
that the Judgment aforesaid be affirmed, & that the said William do
recover against said Benjamin Two pounds nine shillings & nine pence
of lawful money Damages & Costs of Suit taxed at £3. 0. 11 & the Costs
of Court p^d Feb^r 19. 1788

Humblly shews Benjamin Thompson of Ware in the County of Hampshire
yourself that at a Court holden before William Scott Esq: one of the
Justices of the Peace for the County aforesaid at his Dwelling House in
Salem on Saturday the 13th day of October Anno Dom. 1787 he
moved Judgment against William Longworth (of Salem aforesaid
Groom) for the Sum of Two pounds sixteen shillings & five pence
and one pound sixteen shillings Cost of Suit from which Judg-
ment he appealed to this Court and requested to prosecute but
has failed to do it he therefore prays Affirmation of former
Judgment with additional Damages & Costs. Whereupon it is con-
sidered by the Court that said Judgment be affirmed & that
said Benjamin do recover against William Two pounds sixteen
shillings & five pence Damages & Costs of Suit taxed at £ 3. 8. 0
& there of &c

242
Thompson vs Comp
Longworth
No 62

Humblly shews Cornf & Smith of West Springfield in the County
of Hampshire yourself that on the 1st day of January last
past before Abraham Burbanks Esq: he moved Judgment
against Gideon Merrick (of the same West Springfield) for
four pounds Damages & sixteen shillings for Charges of
Suit from which Judgment Gideon appealed to this Court
but neglected to prosecute his Appeal. he therefore
prays that the said Judgment be affirmed with additional
Costs. Whereupon it is considered by the Court that
the Judgment aforesaid be affirmed & that said Cornf & Smith
do recover against said Gideon Four pounds of lawful Money
Damages & Costs of Suit taxed at £ 2. 16. 0 & there of &c

Smith vs Comp
Merrick
No 63

Humblly shews John Avery that his Body was attached by a Writ
or Process returnable before Edward Walker Esq: on Monday the third
day of September 1787 to answer to the Suit of Roland Parks
in a Plea of the Case at which Time he appeared & disputed the
Demand of said Roland & said Roland before said Justice gave
tue to said John that he would carry this Suit to this Court as by
the Record of the same returned before said Court will appear
& the said Roland hath failed to enter & prosecute said Action
wherefore said John prays that he may be allowed his Costs &c
Whereupon it is considered by the Court that said John do recover
against said Roland his Costs taxed at £ 1. 4. 2 & there of &c
Exon ip: May 1. 1788

Avery vs Comp
Parks
No 64

Mr. George Bliss of Springfield & Samuel Matthews of Westfield
are at this Time admitted Attorneys in this Court & severally
took & subscribed the Oath of Allegiance & Fidelity to the Common
wealth as also the Oath of Office required by the Constitution to
qualify them for the Execution of the Duties of said Office &c

Bliss
& Matthews
attys

The foregoing Judgments Orders &c being made
& entered up in manner as aforesaid & then the
Court adjourned without Day
App: Robt Breck Chm

[The text in this block is extremely faint and illegible, appearing to be several paragraphs of handwritten or printed text.]

At the Court of Common Pleas holden at Northampton within & for the County of Hampshire on the last Tuesday of August being the 26th day of the said month and from Day to Day to the 30th day of the same month Anno Domini 1788

Justices of said Court present

Eleazer Porter Esq^r
John Bliss Esq^r
Samuel Nather Esq^r
Abm^r Durbanke Esq^r
Pro spec. Caus^r

Jury of Trials

Philip Philips Jun ^r	Abm.
Israel Cowb	Bel
John Price	Com.
Andrew Smith	Col
Adam Packard	Cum.
Elihu McCall	Deu.
Burya Norton	Stat
Elisha Nather	Pr
Eben ^r Field	W ^o p ^o
Moses Clarke	So
Oliver Field	Jun.
Asaph Childs	Del

Percy Marshall of Granville in the County of Hampshire Plaintiff vs James Case of London in the County of Berkshire Defendant in a Plea as is of Record heretofore in the Parties severally appear by Council and it is considered by the Court that they have Day here in Court until the second Tuesday of February next under the former Rule of Reference entered into between them

Joseph Pease of Suffield in the County of Hartford State of Connecticut Plaintiff vs Hannah Mosely Executrix of the last Will & Testaments of John Mosely late of Westfield in the County of Hampshire Gent^l deceased & in said Capacity Defendant in a Plea as is of Record heretofore The Plaintiff appears by Moses Bliss Esq^r his Att^y and the Defendant three Times publicly called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that the said Joseph do lie over against the said Hannah in her said Capacity Eighty nine pounds four shillings & one penny half Money Damages & Costs of which taxed at £9.16.6 and thereof

Executrix v^s p^r 1788

Arthur &
Browder & al
Nov 9 1786

Charles Ward, Appor of the City County & State of New York, & James & Bowdoin of Boston in the County of Suffolk & David & Thomas of Northboro' in the County of Worcester Gent^l Deft^r in a Plea as is of Record heretofore. The Parties appear by their respective Council and it is considered by the Court that they have Day here in Court until the second Tuesday of February next

Wheeler & al
Exor & al
May 14 1786

Oranah Wheeler of Sudbury in the County of Middlesex, Jeanan Appellant & Thomas Tappan of Dorfield in the County of Hampshire Cordwainer & Thomas Tappan Jun^r of Conway in the County of Hampshire Cordwainer Appellies in a Plea as is of Record heretofore. The Parties appear and it is considered by the Court that they have Day here in Court until the second Tuesday of February next

Haarmon
Gigue & al
Aug 16 1787

Phineas Haarmon of Pelhamtown in the County of Hampshire Jeanan Pl^t & Lewis Mackay, Gigue & Phineas at Deft^r in a Plea as is of Record heretofore. The Parties appear & the Deft^r move for a Continuance that they may have Time to make Rejoinder; and it is considered by the Court that the said Parties have Day here in Court until the second Tuesday of February next

Booky
Mackay & al
Aug 15 1787

Moses Booky of Amherst in the County of Hampshire Gent^l Pl^t & John Mackay of the same Amherst Gent^l & Abraham & Abner Deft^r and William Hutteridge of S. Amherst his Agent at Deft^r in a Plea as is of Record heretofore. The Pl^t being now three Times called & is now at the Deft^r defaulted and the Action is dismissed

Chow
Hathaway &
Aug 12 1787

Jonathan Chow of Pelham in the County of Hampshire Jeanan Pl^t & John Hathaway & Josiah Washburn Jeanan both late of Pelham & now absent & absconding Debtors & Jonathan Hawk of the same Pelham Agent & Trustee of the said John & Josiah Deft^r in a Plea as is of Record heretofore. The Pl^t appears by Simon Strong Esq^r his Att^y & the said John & Josiah the three Times publicly called to come into Court make Default of Appearance here. Wherefore it is considered by the Court that said Jonathan do moves against said John & Josiah One hundred & thirty nine pounds of lawful money Damages and Costs of Suit taxed at £ 20 10 7 & thereof. Given if Sep^r 30. 1788

Purroy
Clark & al
Aug 19 1787

Ebenezer Purroy of Southampton in the County of Hampshire Jeanan Pl^t & Aaron Clark of S. Southampton Jeanan an absent & absconding Debtor & Eliza Clark Cordwainer & Ira Purroy Jeanan both of the same Southampton Deft^r & Trustees of the said Aaron Deft^r in a Plea as is of Record heretofore. The Pl^t appears by Samuel Shuckley Gent^l his Att^y and the said Aaron the three Times publicly called to come into Court make Default of Appearance here. Wherefore it is considered by the Court that said Ebenezer do moves against said Aaron Fifty pounds of lawful money Damages & Costs of Suit taxed at £ 20 12 0 and thereof. Given if Sep^r 18. 1788

Thayer & al
Wells & al
Feb 5 1788

Abel Thayer Gent^l, Josiah Wright Gent^l & Eliza Allen Gent^l all of Williamburg in the County of Hampshire Appellants & Eliza Wash of the same Williamburg Jeanan Appellee in a Plea of Trespass as is of Record heretofore. The said Parties severally appear and are at Issue upon their former Plea &c. & being now returned and

on examined as the law directs, and found that the said William do recover
their Costs that they find the Appellants guilty in Manner & Form as
is set forth in the Declaration and a sum of Damages for the Appellants at
Three pounds — And thereupon it is considered by the Court
that the said Eject do recover against the said Abel Bonds & Eliza
Three pounds of lawful Money Damages & Costs of which taxed at
Three pounds four shillings & four pence & thereof &c.

Exon. 8th Sept. 1788

William Barnister of Cheshamfield in the County of Hampshire
Yeoman Plaintiff Benjamin Bourne of Gosport Yeoman & Oliver
Taylor of the same Gosport Yeoman both in the County of Hampshire
Deft in a Plea as is of Record at the last Term

Barnister
Bourne &
Taylor
Feb. 1788

The Plt appears by Samuel Strickley Gent^l his Att^l and the Defts
thrice times publicly called to come into Court make Default & appearance
here — Wherefore it is considered by the Court that said William do re-
cover against said Benjamin & Oliver fifty three pounds ten shillings
and six pence lawful Money Damages & Costs of which taxed at £3.5.2
and thereof &c.

Exon. 8th Sept. 1788

Peter Wachmer of Lincoln in the County of Hampshire Yeoman App^t
vs Benjamin Thompson of the same County Yeoman App^t
in a Plea as is of Record heretofore — The Parties severally appear &
are at Issue upon their former Plea — Whereupon the Court of the
Jury according to the Form & Effect of the Statute in such Case pro-
vided at this Time returned & impromised being demanded did re-
turn here who to say the Truth concerning the Premises being sworn
declared upon their Oaths that they find the Appellants did not, pro-
mote in Manner & Form as the Appellee hath alleged — And
thereupon it is considered by the Court that the said Peter do recover
against the said Benjamin his Costs in defending the suit of the
said Benjamin taxed at Nine pounds seven shillings &
thereof &c.

Wachmer
Thompson
Feb. 1788

William Jackson of Westfield in the County of Hampshire Plaintiff
vs Blackhawk Fowler of the same Westfield Yeoman Deft in a Plea
as is of Record heretofore — The said Parties being severally called
do not appear and the Action is dismissed

Jackson
Fowler
Feb. 1788

Gideon Phillips Yeoman Senior Plaintiff, Yeoman Junior, Phillis & Minster
Anne Phillips Spinster all of West Springfield in the County of Hamp^{sh}
Shir Deft vs Joseph Leonard of the same West Springfield Yeoman
Deft in a Plea as is of Record at the last Term — The Plt being
now three Times called are non-suit, the Deft defaulted & the Action
is dismissed

Phillips
Leonard
Feb. 1788

James Byers Gent^l William Smith Gent^l Thomas Dwyght Gent^l & Josiah
Dwyght Gent^l all of Springfield in the County of Hampshire Plt vs John
Maddam of the same Springfield Yeoman Deft in a Plea as is of Re-
cord at the last Term — The Parties severally appear — and William Byers
John Byers & others the Referees chosen by the said Parties at the last Term to
determine this Case, now come into Court their Award in the Words full
over by Us "with the Referees aforesaid Referees do award that the Plt shall re-
cover of the Deft twelve shillings lawful Money & Damages, and the
Costs of this Defence taxed at £1.10.0 together with the Costs of the
to be awarded by the Court Augst 1788 Wm Byers & others Referees

Byers
Smith
Dwyght
Maddam
Aug. 1788

... and ... considered by the Court that said James William Thomas & others do recover against said ... Twelve shillings of lawful money Damages & Costs of such taxed at £2.0.10 & thereof ... Exon. p. Sep 17. 1788

Williams &
...
...
... 25. 1. 1788

Richard Williams of Weatherfield in the County of Hartford & State of Connecticut Esq. Plff vs David Gains of Greenfield in the County of Hampshire Husbandman Deft in a Plea as is of Record & heretofore ... The Plff appears by John Hooker Gent. his Att. and the Deft the three Times publicly called to come into Court makes Default of appearance here Whereupon it is considered by the Court that the Plff do recover against the said David four pounds & seven shillings & eight pence of lawful money Damages & Costs of such taxed at £2.2.8 & thereof

Webber &
...
Carpenter
... 29. 1. 1788

William Webber Husbandman & Esther his Wife, Joseph M. of Hatfield Plff vs Isaac Higgins Husbandman & Mary his Wife all of Brimfield in the County of Hampshire & Rebecca Thompson of Palmer in the County of said Minor Daughter & Heir of Ebenezer Thompson Wife of John Thompson & Grand Daughter of Peter Haynes late of Brimfield decd by John Thompson her next Friend Peter Morse of Tynningham in the County of Berkshire Husbandman & Sarah his Wife & Charles Rowbrooke of Cohasset in the State of Vermont & Hannah his Wife Plff vs John Carpenter of Brimfield aforesaid Gent. Deft in a Plea as is of Record heretofore The Plff appear by Abner Morgan Esq. their Att. and the Deft the three Times publicly called to come into Court makes Default of appearance here Whereupon it is considered by the Court that the said William & other Plff aforesaid do recover against John Carpenter Judgment for their several & respective shares of the Tract or parcels of Land sold for and for & Costs of such taxed at £ ... and thereof

...
...
... 30. 1. 1788

Jonathan Brown Junr of Brimfield in the County of Hampshire Esq. Plff vs Lemuel Bates Husbandman Samuel Bates Gent. & John ... all of the same Brimfield Deft in a Plea as is of Record heretofore The Parties appear and agree that this Case be continued to the next Term, and it is considered by the Court that they accordingly have Day here in Court until the second Tuesday of February next

Wood
...
... 38. 1. 1788

Pinckney Wood of Easthampton in the County of Hampshire Esq. Plff vs Eliza Seal of the same Easthampton Esq. Deft in a Plea as is of Record heretofore The Parties appear and the Plff moves that this Case may be continued for a period of ... And it is considered by the Court that the said Parties have Day here in Court until the second Tuesday of February next

Barnard
...
... 1788

Salah Barnard of Danvers in the County of Hampshire Esq. Plff vs Samuel Buffington of Northampton in the same County Esq. Deft in a Plea as is of Record heretofore The Plff appears by Lincoln Strong Esq. his Att. and the Deft by Moses Ship Esq. his Att. comes & defends as aforesaid & for Plea says he never seized the said Salah in Mansum & for as the said Salah in his Declaration hath alleged & thereof puts him out of the Country And the said Salah likewise ... sworn as the Law directs ... declare upon their Oath that they find the Deft

did depose the Plff as set forth in the Declaration
And therefore it is considered by the Court that the said Talcott do
recover against the said Samuel. Judgment for his Seizin
and Possession of the Land and for with the Appurtenances
and also for Costs of Suit taxed at

Whereupon the Deft by John Watt appeals from the Judgment
of this Court to the Supreme Judicial Court to be holden at
Springfield in and for the County of Hampshire on the fourth
Tuesday of September next & he recognizes with sureties as
the Law directs for Samuel, in executing his Appeal
with Effect as by said Recognizance on File does appear

Medad Parroy of Warwick in the County of Hampshire Esq^r
Plff vs Nathaniel Ricks of the same Warwick Gentleman Deft in a
Plea as is of Record at the last Term - The Plff being now twice
times called is Nonsum. The Deft defaulted & this action is dismissed

Conced
Ricks
Feb 11 1788

Charles Robbins of Warwick in the County of Hampshire Esq^r & his
man Plff vs Josiah Parroy Esq^r & others & Joseph Goodell all of the
same Warwick Gentlemen a Joint Debtors & Joseph Lane both Plffs
said Warwick Gentlemen a Joint Debtors in a Plea as is of Record
at the last Term - The Plff being three times called is Nonsum. The
Deft defaulted & the Action is dismissed

Robbins
Parroy &
Feb 11 1788

Erasmus Ingraham Esq^r & John Leachman Clerk both of Northbridge in the
County of Berkshire Adm^r on State of Mark Hopkins Esq^r & Plff
vs William Schermerhorn of the City of Hudson in the County of
Columbia & State of New York Gentlemen Deft in a Plea as is of
Record here before - The Parties appear & agree to a Continuance
and that Judgment then be given if there be no Trial - And
therefore it is considered by the Court that the said Parties have
been in Court until the second Tuesday of February next

Schermerhorn
Feb 15 1788

Edw Took of Greenfield in the County of Hampshire Farmer & Tiller
Took of Cove in the same County Yeoman Deft vs Edward Howard
being now both in Court in this Case is read but not accepted

Took
Howard
Feb 17 1788

James Upham & Edward Upham of Dover in the
Province of New Brunswick Traders & John Williams of Dur-
ham in the County of Hampshire Esq^r Plff vs Charles
Seymour of Boston in the County of Suffolk Merchant
Deft in a Plea of the Case per Petat & Charles a n said
Dover on the twenty fourth day of March Anno Domini
1785 being indebted to the said James Edward & John
in the Sum of One hundred & twenty eight pounds twelve Shil-
lings & five pence & Sterling Money & one & one half pence
of the Value of two hundred sixty four pounds & is then
Shillings & seven pence lawful Money for a like sum of
Money before that Time in the said Charles to the Use of the
said James Edward & John had & received in consid-
eration thereof promised & James Edward & John to
pay the said sum on Demand with Interest - and also for
that said Charles a n said & charged on the Deft the Sum of
this Work being indebted to the Plff in the Sum of one hundred

New Entries
Williams &
Seymour
Feb 17 1788

and sixteen pounds, nine shillings & four pence three farthings
agreeable to the Account he has annexed & being so indebted then
& there in Consideration thereof promised & Agreed to pay
him & Lien on Demand. Of the requested & Charles hath
never paid either of said Sums, with the interest but neglects
it to the Damage of said John four hundred pounds
the Debt appears by Simon Strong Esq^r their Att^y and the Debt by Caleb Strong
Esq^r his Att^y & moves that this Case may be continued to the
next Term - And it is considered by the Court that they have Day
here in Court until the second Tuesday of February next

Leavitt
& Heath
p^o 2

Jonathan Leavitt of Heath in the County of Hampshire Clerk & Esq^r
is the Inhabitant of the same Heath & Esq^r in a Plea of Respon
sic Cap^{is} for that the said Inhabitants at said Heath on the fourteenth
day of April in the Year of our Lord One thousand seven hundred and
eighty five at a legal Town Meeting which before that Time had been
duly & legally warned & was then duly & regularly assembled in the
Town Meeting the said Town of Heath, would exempt from all Taxes
the Homelot on which the said Jonathan then lived containing about
One hundred Acres so long as it should be in his Possession, and also
that the said Town would exempt him, the said Jonathan, P^{er}sonal and
personal Estate from all Taxes on Condition of his asking a Dismissal
from his pastoral Office in the Church & Town of Charlemont and ob
taining it - And the said Inhabitants there afterwards the same Day
gave Notice of the said Vote & Promise to the said Jonathan, and the said
Jonathan being then & there an Inhabitant of the said Town of Heath and
giving Credit to the said Vote & Promise of the said Inhabitants there afterwards
on the same fourteenth day of April in Consideration of the said Vote and
Promise & at the Instance of the said Inhabitants did ask a Dismissal
from his pastoral Office in the Church & Town of Charlemont and did
then & there request the Church of which he was then & there Pastor & an Eccle
siastical Council which was then & there duly & regularly assembled and
convened at the Request of the said Pastor & Church to Dismiss him the
said Jonathan from his said pastoral Office, and the said Jonathan
then & there did obtain a Dismissal from his & pastoral Office and
in Compliance with his Request the said Church of which the said Jonathan
was Pastor as aforesaid by the Advice & with the Concurrence & Aid of the
said Council did then & there dismiss the said Jonathan from his
pastoral Office aforesaid - And the said Jonathan avers that divers
Members of the Church of which the said Jonathan was Pastor as aforesaid
and which was called the Church in Charlemont were on the 5th fourteenth
day of April and ever since have been Inhabitants of the Town of
Heath, and that he the said Jonathan at the Time of passing the Vote aforesaid
was the Pastor and Minister of the said Church & that the said
Inhabitants of the Town of Heath were then & there chargeable by Law
for the support & maintenance of the said Jonathan & for the payment of
his Salary during his Continuance in his & pastoral Office

Nevertheless the said Inhabitants notwithstanding their Vote & Promise
aforesaid but contriving to injure the said Jonathan have not
exempted the said Jonathan Homelot aforesaid or his P^{er}sonal, personal
Estate from Taxes but afterwards to wit on the nineteenth day of
December in the Year of our Lord one thousand seven hundred & eighty
five did cause & procure the said Jonathan to be taxed in the said Town
in the Sum of Twelve shillings & three pence for his said Homelot
for his P^{er}sonal & personal Estate in three Taxes granted by the said Inhabitants
to defray the Charges which arose in the said Town - And afterwards on the

first day of December in the Year of our Lord One thousand seven hundred
 eighty six did cause & procure the said Jonathan to be assessed in the
 Town for his P^rsonal Estate & for his P^rsonal Estate in the Sum of
 seven pounds eighteen shillings & six pence in a State Tax & seven
 pounds eighteen shillings & eleven pence in five Taxes granted by the
 said Inhabitants for defraying Town Charges & and afterwards to
 with on the first day of December in the Year of our Lord One thousand
 seven hundred eighty seven the said Inhabitants did cause & pro-
 cure the said Jonathan to be assessed in the P^r Town for his P^rsonal
 P^rsonal Estate in the Sum of three pounds fourteen shillings
 and six pence in three Taxes granted by the said Inhabitants to defray
 the Charges which arose in the said Town & afterwards to with on the
 ninth day of June last past at Heath aforesaid did cause & procure
 the Collectors of Taxes for the P^r Town for the Year aforesaid to distrain
 for collect & receive the whole Sum aforesaid of the P^r Jonathan and
 did compell the P^r Jonathan to pay the same & also for that the said
 Inhabitants on the Ninth day of June last were justly indebted to
 the P^r in another Sum of twenty three pounds lawful Money for
 the like Sum of Money by the aforesaid Inhabitants for the aforesaid
 Jonathan & to his Use before that Time had received & being so
 indebted the said Inhabitants afterwards to with on the same Day
 in Consideration thereof assumed upon themselves & to the P^r them &
 then faithfully promised that they the said Inhabitants would well
 and truly pay the aforesaid Sum of twenty three pounds to the P^r
 whom afterwards they should be lawfully requested & also for that
 the said Inhabitants at said Heath on the same ninth day of June
 being justly indebted to the P^r in the Sum of twenty four pounds
 lawful Money before that Time had said out expended & advanced
 by the said Jonathan for the said Inhabitants at their request.
 In Consideration thereof the P^r Inhabitants undertook & to the P^r
 then & then faithfully promised to pay him the same Sum on Demand
 of the said Inhabitants the of his requested have not paid either
 of the S^{ums} to the P^r or any way performed either of their P^r Promi-
 ses but unjustly neglected to do so to the Damage of P^r Jonathan Forty
 pounds & which Cause was assigned to be heard in the Court of
 the Writ of Ejectment of the Justice of the Peace in & for the said County of
 Hampshire & is now brought up to this Court in Manner as the Sta-
 tute provides. The P^r appears by Simon Strong Esq^r
 his Att^r and the Deft by a Robert Ship Esq^r their Att^r come & defend
 the Title & Injury claimed and for this day they never promised
 the P^r in Manner & Form as the P^r in his Declaration hath al-
 leged & thereof put themselves on the Country & And the P^r
 likewise. A Jury being now returned & impanelled
 as the Law directs & being sworn to try the Title declare upon
 their Oath that they find the Deft promised in Manner & Form
 as set forth in the Declaration and a sum of Damages for the P^r of
 nineteen pounds seventeen shillings & and thereupon has consider-
 ed by the Court that the P^r do recover against the Deft nineteen
 pounds seventeen shillings of lawful Money Damages & Costs of Suit
 paid at 4. 1. 10. Whereupon the Deft by their Att^r appeal
 from the Judgment of the Court to the Supreme Judicial Court
 to be holden at Warrington in and for the County of Ham-
 psire on the fourth Tuesday of September next and he re-
 quires with Tenet at the Law directs for their prosecuting
 their said appeal as by Statute Ensignance on File does appear

Pro. on
Walker & al
No. 3.

The Subscribers being agreed in a Controversy between
Edward Proctor of Whately Mass & John Walker
of Hadley as Executors on the Estate of Benjamin Cook late
of Hadley demand Dfts originally entered before Charles
Parks Esq & by Consent of the Parties referred to us, do
humbly award that the said Edward Proctor do pay the Cost
before Justice Parks and the Costs which shall arise
by the Court to be taxed by the Court in full of all
Demands subsisting between them in their Coparties
aforesaid - Oliver Smith Esq & John Nash Esq & a Bookkeeper
Which said Award being read is not accepted & it is ordered
that the same be remitted to the same Referees

Parks Esq
Phelps
No. 4

Warham Parks of Westfield in the County of Hampshire Esq & Mr
John Phelps of the same Westfield Cont. Dfts in a Plea of Trespass where
upon the said Warham complains & says that he the said John Phelps at
said Westfield on the twenty fourth day of May last past with force
& Arms took & carried away from the Servants & out of the
Possession of him the said Warham a certain Stallion of his the
said Warham of the Price of three hundred pounds without the
leave Licence or Consent of the said Warham in Order to cover his
the said John & Mare then being newly shed & steel Coked on his
hind Test & the same Stallion of his the said Warham he the said
John did then & there without the leave Licence or Consents of the said
Warham put to & suffer to mount his said Mare & shed and
steel Coked as aforesaid, and not being then inclined to receive
said Stallion and the same Stallion was by the proper Wrong &
Misfeasance of him the said John then & there kicked & grievously
& mortally wounded by him the said John said Mare so steel co-
ked as aforesaid and by Means thereof languished for a long time
to wit for the Space of forty days next after & then of the said kicking
and wounding died, and the said Warham says he expended
great Sums of Money to wit thirty pounds & was at great Pains
& Labour in the care & for the curing of said Stallion with languishing
of his said Wound & said Warham says he hath not only lookt up
said Stallion & been at great Expence & Pains as aforesaid but hath
also been deprived of great Profits & Gains from his covering of
Mares thro the present Season great Numbers whereof were
then when said Stallion was kicked & wounded as aforesaid engaged
to the Dfts at the Price of four Dollars each thro the Season to the
Savage of said Warham four hundred pounds

Which Case was commenced to be heard before William Parker Esq
and now brought up to this Court agreeably to the Statute in such
Case provided, & the Parties appear and agree to refer this Case to the
Judgment Award & Determinations of Timothy & Robinson Esq
Samuel Barnard Esq & Moses Church, the Award of them or either
two of them to be final, to be returned into this Court, Judgment
to be made up & Executed accordingly - And it is considered
by the Court that the agreement aforesaid be made the Rule of this
Court, and the said Parties have Day here in Court until the
Second Tuesday of February next

Simon Parker of Greenby in the County of Hampshire Clerk & It is
 John Handcock of the same Greenby a Trader Deft in a Plea of Covenant
 broken whom the Plaintiff says that at Grand a foraid on the second
 day of January in the Year of our Lord One thousand seven hundred &
 eighty three the said John made feald & delivered to him the said
 Simon for the said & they Deed Toll the Date whereof is the Day of Year
 last a foraid by which Deed in Court to be produced it is witnessed
 that the said John for & in consideration of the Sum of thirty pounds
 in hand paid him by the said Simon did freely & absolutely give
 grant bargain sell alien release convey & confirm to him the said
 Simon his Heirs & assigns three hundred & thirty Acres of Land in the Township
 of Stockbridge in the County of Rutland & State of Vermont to have
 being had to the Proprietors Books for Survey & Draft & to have &
 to hold thefore granted Premises with the Appurtenances & Privileges
 thereunto belonging to him the said Simon his Heirs & assigns to his
 & their own proper Use Benefic & behoof forevermore & and the said
 John then & there by that same Deed did covenant promise & engage &
 grant to & with the said Simon his Heirs & assigns that before & untill
 the making of the same Deed he the said John was the true sole
 proper & lawful Owner & Possessor of the before granted Premises
 with the Appurtenances & had in himself good & right full
 power & lawful Authority to give grant bargain sell alien
 release convey & confirm the same as a foraid & that
 the said & feald & clearly executed acquitted & discharged of and
 from all former & other Gifts Grants Bargains Sales Leases Mort-
 gages Wills & Contracts Powers Thords Executions and
 Chumbrances whatsoever & the said John then & there by the same
 Deed did further covenant promise & engage the before granted
 Premises with the Appurtenances unto him the said Simon
 his Heirs & assigns forever to warrant & defend & defend
 against the Lawful Claims & Demands of any Person or Per-
 son whatsoever and the said Simon says at the Time of ex-
 ecuting the same Deed or at any other Time the said John
 was not the true sole proper & lawful Owner or Possessor
 of the said granted Premises or any part thereof & that the said
 John never had in himself any Right Power or Authority to
 give grant bargain sell alien release convey & confirm the
 same or any part thereof to him as a foraid & that the same was
 not free & clear & freely & clearly acquitted & discharged
 of and from all former & other Gifts Grants Bargains Sales & Chumbr-
 nances & that the said John hath not secured the same to the said Simon, and
 that the said John at the Time of the making the same Deed had not any
 Title to any Lands in the said Township of Stockbridge, and that
 the said John was not an original Proprietor or Grantee of any Land
 in the said Township of Stockbridge & never purchased obtained or
 procured to be recorded in the Proprietors Books of the said Township
 any Survey or Draft of Land in said Township or any Title to any
 Lands in said Township whatsoever & and that he the said Simon
 never could legally enter upon hold or enjoy any part of the
 said granted Premises or any Land in the said Township of Stockbridge
 by Virtue of the Deed a foraid in Reason that the said John had not
 any Right or Title thereto & was not either before or at the Time of
 the making the said Deed seized or possessed of the same; and
 that the said John hath broken his Covenant & hath not kept the same to
 the Damage of the said Simon One hundred & twenty pounds

And it is appeared unto the Court that the same be warranted & that the Court do direct
 that the same be good & that it is warranted & that the Court do direct
 that the same be good & that it is warranted & that the Court do direct

247
 Parker
 Handcock
 No 5

Whitmore App^t
Tillotson App^{ee}
N^o 6.

Jeremiah Whitmore of Spencer in the County of Worcester Jeoman Appell^r
vs Abel Tillotson of Granville in the County of Hampshire Jeoman App^{ee}
From the Judgment of Isaac Coit Esq^r one of the Justices of the Peace in &
for the County of Hampshire, in which Case the said Abel was original
Def^t in a Plea of the Case as is at large set forth
in the Original Writ on File — And now at this Time the P^rell being
three Times called to come into Court is Non suit, and the P^rell
appears & prays Costs &c And thereupon it is considered by the
Court that said Jeremiah do recover against said Abel his Costs
in defending the Suit of the P^rell taxed at Four pence Six p^rail
high & four pence & three farthings
Exon^r of Sep^r 1. 1788

McMinistry
in
Cheesee
N^o 7

John McMinistry of Springfield in the County of Hampshire Clerk
Pl^t vs the Inhabitants of the North Parish in Springfield aforesaid
Def^t in a Plea of the Case as is set forth at large in the Original P^rocess
on File &c, which Case was commenced to be heard before the
said John Synchon Esq^r one of the Justices of the Peace in & for the said
County of Hampshire, and now brought up to this Court agree-
ably to the Statute in such Case provided — The said Parties
now appear & agree to refer this Case to the Judgment Award and
Determination of William Synchon Esq^r Jonathan Hale Jun^r Esq^r
& Mr Charles Phelps, the Award of them or either two of them to be fi-
nal to be returned into this Court. Judgment to be made up &
Exon^r accordingly — Whereupon it is considered by the Court
that the Awarders aforesaid of the said Parties be made the
Rule of the Court in this Case, and that the said Parties have Day
here in Court until the Second Tuesday of February next.

Cl^r
Peter Es
N^o 8

John Es of West Springfield in the County of Hampshire Jeom^r
Pl^t vs Elisha Porter of Hadley in the same County Esq^r &
Sheriff of the same County Def^t in a Plea of the Case for
that s^d John at s^d Springfield on the third Tuesday of May 1785
before the Justices of the Court of Common Pleas then holden
by the Consideration of s^d Court removed Judgment against
John Bedding late of Ashfield in s^d County Jeoman for the
sum of six pounds seven shillings & one penny lawful
money Damages & one pound ten shillings & one penny
like money for his Costs & Charges of Suit as appears of the
ord^r & afterwards s^d John Es sued out of the Court a P^rocess
on the 26th day next after said Judgment, a Writ of Execu-
tion on said Judgment for s^d sum in due form of Law di-
rected to the Sheriff of the County of Hampshire his Under Sheriff
or Deputy whereby they were commanded to cause the same
with one shilling & four pence more for s^d Writ to be paid to
the Pl^t of the goods Chattels & Lands of s^d Bedding and
to make Return of the same Writ into the s^d Court of Common
Pleas next to be holden in Northampton in the County aforesaid
upon the next Tuesday of August then next — which Exon^r the
Pl^t on the first day of June next after said 26th day of May
at s^d Northampton duly committed to Ben Elisha Hanson then
and ever since a Deputy Sheriff of said County to be by him
duly served executed & returned according to Law — Upon the
last said Elisha not regarding the Duty of his s^d Office and now

turning to demand the ^{Upper} ^{the} Behalf hath never caused
the same sum to be paid & satisfied to the Plaintiff or any way
executed the same writ nor did the said Ransom make
due Return of the same writ with his Doings therein into
the said Court of Common Pleas on the 10th Tuesday of said
August but said Ransom on the twenty 1st day of Nov-
ember then next returned a writ into the Clerk of the
said Court with the Words & Figures following "Indorsed there
on August 30 1785 by Order of the Attorney I return this Exce-
cuted in part & Ransom On the 1st which Return the
Plaintiff avers was false & insufficient & that he or his Attorney
never directed any writ to be returned satisfied in part
and the said John the Plaintiff avers that a Judgment yet re-
mains in full Force and that by means of the Neglect
of said Ransom he hath wholly lost the Benefit of said
Judgment & that s^d Forter is liable & answerable for all
Defaults & Neglect of his s^d Deputy to the Damage of s^d John the
Twelve pounds & which said Case was assigned to be
heard before William Dymond Esq^r one of the Justices of the
Peace in & for s^d County & now brought up to this Court as
the Statute in such Case provides

The Parties appear & agree that this Case be continued
to the next Term at and it is considered by the
Court that they have Day here in Court until the
second Tuesday of February next

William Phillips of Boston in the County of Suffolk
Pl^{ff} v^s Hannah Mosley of Westfield in the County of
Hampshire Ex^{or} of the last Will & Testament of s^d John Mos-
ley of s^d Westfield dec'd & in s^d Capacity Deft in a Plea
that the s^d Hannahs render to the s^d William the sum of ~~the~~ ^{One hundred & thirty three pounds} lawfull money which from time
she unjustly detains, whereupon the Plaintiff declares that the said
John Mosley at said Springfield on the thirtieth day of December in
the Year of our Lord Seventeen hundred & Seventy three then being
in full Life by his Writing obligatory under his hand & Seal of
that Date in Court ready to be produced acknowledged to be
held & firmly bound to the said William in the full sum of Two
thousand One hundred & thirty three pounds lawfull Money to be
paid to the Plaintiff whenever & for he should be thereto required yet
the said John in his Life Time neither the said Hannah since his Death
the s^d John requested have ever paid the same, but together to the
Damage of said William Eight hundred pounds

Phillips Es^r
vs
Mosley Ex^r
No 9

Which Case was continued to be heard before William Dymond
Esq^r one of the Justices of the Peace in & for s^d County of Hamp-
shire, & brought up to this Court agreeably to the Statute in such
Case provided

The Plaintiff appears by s^d John
Esq^r his Att^y and the Deft the three Times indubly called to
come into Court makes Default of Appearance here & it is con-
sidered by the Court that said William do move
against said Hannah in her s^d Capacity Three hundred &
thirty two pounds Three shillings & five pence of pay-
ment of her Debt & Costs of her taxed at 10.0 & three of

Exce^{pt} of Dec^r 17 1788

in the
at
Colborn
p 10

Colborn take of Springfield in the County of Hampshire upon
the 11th of July 1788. Charles Colborn of the same Springfield Genl
Deft in a Plea of the Case for that the said Charles at said
Springfield on the tenth Day of December in the Year of our
Lord One thousand seven hundred & eighty two by his Note
for Value recd promised I do to pay him within two
months Thirty one pounds seventeen shillings & eleven pence
lawful Money with Interest. Yet Charles the requested
half never paid the same but neglected it to the Damage
of said Colb & fifty pounds. Which Case was
commenced to be heard before Messrs J. B. Esq one of
the Justices of the Peace in & for the County of Hampshire
& brought up to this Court agreeably to the Statute in such
Case provided. The Deft appears by Messrs B. Esq
Esq the Atty and the Deft the true Indenture publicly called
to come into Court makes Default of appearance here
Whereupon it is considered by the Court that said Colb
do recover against said Charles Forty two pounds seven
teen shillings & eight pence Damages & Costs of Suit
 taxed at £ 1. 10. 6 & thereof de Exon ip 17. 1788.

Phillips &
at
Sambell
p 11

William Phillips of Boston in the County of Suffolk Esq
Plff vs Messrs Mansfield & West butlers in the County of Hamp
shire Solomon Deft in a Plea of the Case for that S. Messrs
at said West butle on the 25th day of August in the Year of our
Lord Seventeen hundred & eighty three by his Note for Value recd
promised One of the said to pay him or Order Eight pounds
lawful Money on Demand with Interest, & that afterwards the
Contents thereof being wholly unpaid the said Solomon on
the first day of October then next by his Indorsement on said
Note assigned the same for Value recd to One Mowbray Ashley &
ordered the Contents to be paid to S. Mowbray or his Order &
the said Mowbray then afterwards on the first day of April
last for Value recd by his indorsement assigned the same Note
to be paid to the Plff or Order on Demand of all which Indor
sements said Messrs had then afterwards instant Notice
and became liable to pay the same to the Plff on Demand
on Consideration thereof promised the Plff to pay him
the same accordingly. Yet said Messrs the often re
sisted the same not being forced in & promise but in
neglecting it to the Damage of said William Twelve pounds
Which Case was commenced to be heard before Messrs B. Esq
Esq one of the Justices of the Peace in & for the County and
now brought up to this Court as the Statute provides
The Deft appears by Messrs B. Esq Esq the Atty & the Deft
the true Indenture publicly called to come into Court makes Def
ault of appearance here. Whereupon it is considered by
the Court that said William do recover against said Messrs
Ten pounds & eight shillings of lawful Money Damages &
Expenses of Suit & thereof de Exon ip 17. 1788.

which Case was commenced before Abraham Burbanks Esq^r one of the Justices of the Peace in & for the County of Hampshire & now bro't up to this Court as the Statute provides. The Parties appear & the Deft moves for a Continuance of this Case & it is considered by the Court that the said Parties have Day here in Court untill the second Tuesday of February next.

Seth Smith of Suffolk in the County of Hartford & State of Connecticut Plaintiff in a Plea of the Case for that Samuel Robinson of Granville in the County of Hampshire on the eighth day of June Anno Domini 1786 by his Note of hand for Value rec'd promised said Seth to pay him Eleven pounds of lawful Money on Demand. Yet said Samuel the requested hath never paid the same but repeth it to the Damage of said Seth Thirteen pounds. This Case was commenced before Abraham Burbanks One of the Justices of the Peace in & for the County of Hampshire and bro't up to this Court as the Statute in such Case provides.

Smith
Robinson
No 17

The Parties appear & agree to refer this Case to the Judgment thereof & Determination of Abraham Burbanks Oliver Phelps & Thaddeus Leavitt Esq^r the Award of them or either two of them to be final to be returned into this Court Judgment to be made up and Executed accordingly and it is considered by the Court that the Agreement aforesaid of the said Parties be the Rule of this Court in this Case, and that the said Parties have Day here in Court untill the second Tuesday of February next.

Samuel Lyman of Springfield in the County of Hampshire Esq^r Administrator on the Estate of Charles Pynchon late of Springfield dec'd Plaintiff vs Joshua Eddy & Charles Eddy both of Wilbraham in the County of Hampshire Yeomen Deft in a Plea of the Case for that said Charles at said Springfield on the twelfth day of August in the Year of our Lord Seventeen hundred & eighty one by their Note of hand for Value rec'd promised said Pynchon in his Life Time jointly & severally to pay him One hundred & twenty nine pounds & Expence lawful Silver Money on Demand with Interest year save Joshua & Charles or either of them the requested have never paid the same to said Pynchon in his Life Time or the said Samuel Lyman Administrator as aforesaid since his Decease but repeth it to the Damage of said Samuel in his Capacity three hundred pounds. This Case was commenced before William Pynchon Esq^r one of the Justices of the Peace in & for the said County of Hampshire & now bro't up to this Court as the Statute in such Case provides.

Lyman Esq^r
Eddy & Eddy
No 18

The Deft appears by John Hooker Gent^l his Att^y the Deft's Plea is that he repeth his Att^y and they agree that this Case be continued to the next Term, and it is considered by the Court that the said Parties have Day here in Court untill the second Tuesday of February next.

James Nivers of Greenwich in the County of Hampshire Gent^l Plaintiff vs Silvanus Howe of the same Greenwich Gent^l Deft in a Plea of Debt for that the said James tender him One hundred pounds which to him he owes and from him surplussedly claims & whereon the said James says that said Silvanus at said Springfield on the fourth day of April in the Year of our Lord Seventeen hundred & seventy seven by his Bond of that Date under his hand & seal & in Court to be produced bound & oblig'd himself unto the said James in the sum of One hundred pounds of lawful Money to be paid him on Demand yet to Silvanus the Deft repeth he has never paid the same but repeth it to the Damage of said James One hundred pounds. This Case was commenced before

Nivers
Howe
No 19

Enos
21
of Brasby
Apr 20.

Eighteen pounds
Bliss Esq^r one of the Justices of the Peace in & for the said County and now bro't
up to this Court as the Statute provides and now the said Enos appears by
C. M. Hooker Gent^l his Att^y and the Deft^r by Mr. Bliss Esq^r his Att^y. comes
2 defendants do and reserving Liberty of pleading a new one on the appeal
for I ha says he is not guilty as the Atty in his Declaration hath alleged
and thereof puts himself on the Country and the Prothonotary
agreeing to a Reservation saith that the I ha aforesaid of the said Philmon
in manner & form above shad^d is insufficient in Law & that he is
not bound to make answer to the same by the Law of the Land as
this he is ready to verify & thereof he prays Judgment &c And
the said Philmon says his plea is sufficient

the said Philimon says, he paid it & was satisfied
whereupon all & singular the Premises being seen and by the Court
are fully understood for as much as it appears to the Court that
the Plea of said of the said Philimon by him above pleaded & the
Oath therein contained is an insufficient Answer to the Declaration
of the Defendant & ought not to preclude him the Defendant from
having & maintaining his Action. Whereupon it is considered by
the Court that the said Jonathan do recover against the said
Philimon six pounds three Shillings & seven Pence of lawful Money
Damages & Costs of Suit taxed at 4. 7. 2. Whereupon the
said Philimon by his 3^d Att^y appeals from the Judgment of this Court
to the Supreme Judicial Court to be holden at Spring field on & for the
County of Hampshire on the fourth Tuesday of September next &
he recognises with the writing as the Law directs for his procurator
his Appeal with Effect as by 3^d Recognises on which does appear

William Scott of Palmer in the County of Hampshire Gent^r vs James
Lions of Palmer aforesaid cordwainer Debt in a plea of the Case for that
James at said Palmer on the tenth day of July A.D. 1788 by his Note for Value
received promised S^r William to pay him on Order Six pounds nine shill
ings & three pence lawful Money on Demand with Interest. Yet said
James has neglected to perform his S^r Promise by neglecting to
pay the Damage of said William eight pounds

This Case was commenced before William Scott Esq^r one of the
Justices of the Peace in & for S^r County of Hampshire & took up to
this Court as the Statute directs. The Plaintiff appeared & the Defendant
three times publicly called to come into Court makes Default of
Appearance here. Whereupon it is considered by the Court
that S^r William do recover against S^r James Six pounds ten shill
ings & seven pence lawful Money Damages & Costs of this Case
at L^r 10/4 & 1/2 of 10/4

Given at N^o 22nd 1788

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Scott

vs

Lions

N^o 21

Worthington Esq

Turned at

N^o 22

Townsend
11
Dissolved at
No 23.

Mary Ann Townsend of Boston in the County of Suffolk Widow Executrix
of the last Will & Testament of William Blair deceased late of Boston City
deceased & of us John Hammond Gent^l Jonathan Osgood Gent^l & Josiah
Osgood Gent^l all late of Newbury in the County of Hampshire Deft^s
in a Plea of Debt that the said John Jonathan & Josiah render to her the
said Mary Ann two hundred pounds of lawful Money which from
her they unjustly detain for this to wit that the said John Jonathan
& Josiah on the 7th day of July Anno Dom. 1775 at Northampton
aforesaid by their Bond in Writing sealed with the seals of them the
said John Jonathan & Josiah & in Court to be produced the Date where
is the Day & Year last aforesaid acknowledged themselves to be held
& firmly bound & obliged in to the said William Blair in his Life Time
in the said sum of two hundred pounds lawful Money to be
paid to the said ~~William Blair~~ ^{William Blair} when they the said John Jonathan &
^{against} Josiah should be requested by the said William Blair in his Life Time
& by the said Mary Ann Executrix as aforesaid after his Death have not
nor have either of them paid the said sum to the said William Blair in
his Life Time or to the said Mary Ann since the Death of the said William
Blair but unjustly withheld & deny to do it to the Damage of the said
Ann in her Capacity Two hundred & twenty pounds

which Case was commenced before Ebenezer Wright Esq^r one of the Justices
of the Peace in & for the County of Hampshire & brought up to this Court as
the Statute provides The Plea appears by Caleb Strong Esq^r his
Affidavit the Deft^s viz the said Jonathan & Josiah the true Ties publicly
called to come into Court make Default of Appearance here When pre
it is considered by the Court that said Mary Ann in her Capacity do
recover against the said Jonathan & Josiah One hundred & twenty two pounds
& sixteen shillings of lawful Money Debt & Cost of Suit taxed at £4.13.
Whereupon the said Jonathan & Josiah by Simon Strong Esq^r their Att^y
come here into Court appeal from the Judgment of this Court to the
Supreme Judicial Court to be holden at Springfield in & for the County
of Hampshire on the fourth Tuesday of September next & he reop:
moves with Sureties as the Law directs for their prosecuting their said
Appeal with Effect as by said Pleadings on File does appear

Lyon
11
Narramore
No 24

William Lyon of Woodstock in the County of Windham &
State of Connecticut Gent^l Plff^r Deborah Narramore of Co:
Shen in the County of Hampshire Widow Deft^s in a Plea of Trespass
on the Case for that said Deborah at Gosport aforesaid on the 13th day of Octo:
ber Anno Dom. 1786. by her Note for Value rec^d promised to the said William
Lyon One hundred seventy one pounds & four shillings lawful
Money on Demand with Interest & the said Deborah the requested halfp
never paid the same but withheld it to the Damage of said William
Lyon Two hundred pounds The Parties appear & on the Motion of
the Deft^s it is considered by the Court that they have Day here in
Court untill the second Tuesday of February next

Porter
11
Hoskins
No 25.

Samuel Porter of Hadley in the County of Hampshire Gent^l Plff^r &
Abner Fowler of Wren Noble Fowler of Wren & Elias Fowler Gent^l all
of Southwick in the County aforesaid Deft^s in a Plea of Trespass on the
Case for that the said Abner Fowler & Noble at Northampton aforesaid on
the fourth day of July in the Year of our Lord seven thousand
& eighty seven by their Note for Value rec^d promised jointly & severally
to pay to the said Samuel Porter Esq^r or Order Sixty seven pounds & four
shillings in lawful silver Money within three months with Interest
till paid & and afterwards to work on the same for the said Porter the said

Elisha then & there by his Indorsement on the same Note ordered the Contents of the same Note then wholly due to be paid to the Plff for Value recd, & afterwards the said Abner Silas & Noble then afterwards the same Day had Notice and thereby became chargeable to pay the Contents of the same Note to the Plff and being so chargeable the said Abner Silas & Noble in consideration thereof then & there undertook & to the Plff promised to pay the Contents of the same Note to the Plff according to the Tenor thereof & the Indorsement aforesaid Yet said Abner Silas & Noble the often requested have not paid the Contents of the same Note to the Plff but neglect it to the Damage of said Samuel One hundred pounds The Plff appears and the Defth the three Times publicly called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that the said Samuel do recover against the said Abner Silas & Noble Twenty one pounds eighteen Shillings of lawful Money Damages & Costs of Suit taxed at £ 1 19 4 & thereof

Exon if^o Dec^r 19. 1788

Samuel Porter of Hadley in the County of Ham^rshire Your^o Plff Porter
 & Paul King Husbandman & Stephen Baker Yeoman both of Chesham
 in the County aforesaid Defth in a Plea of Trespass on the Thing & al
 be for that said Paul & Stephen at said Northampton on the twelfth
 day of May Anno Domini 1786 by their Note for Value recd
 promised One Elisha Porter to pay him or Order & fifty five pounds
 one Shilling & seven pence lawful Money on Demand with Interest for
 the same till paid & afterwards the with on the same twelfth day of
 May the said Elisha then by his Indorsement on the same Note then
 wholly due ordered the Contents to be paid to the Plff for Value recd
 of which the said Paul & Stephen then afterwards instantly had Notice
 & thereby became chargeable to pay the Contents of the same Note to the
 Plff & then & there undertook & promised to pay the same accordingly
 of which said Paul & Stephen the often requested have not paid said
 Contents to the Plff but neglect it to the Damage of said Samuel Eighty
 pounds The Plff appears by Caleb Strong Esq^r his Att^r & the Defth
 the three Times publicly called to come into Court make Default of
 Appearance here Whereupon it is considered by the Court that
 said Samuel do recover against the said Paul & Stephen Twenty four
 pounds & seven pence of lawful Money Damages & Costs of Suit taxed
 at £ 1 17 0 & thereof &c

Exon if^o Dec^r 19. 1788

Arise Hensdale of Greenfield in the County of Hampshire Husband. Hensdale
 man Executor of the last Will & Testament of Samuel Hensdale
 late of Greenfield decd & in s^o Capacity Plff^r Samuel Ware
 of Conway in the County aforesaid Physician Defth in a Plea that
 the said Samuel Ware tender to him the said Arise the sum of
 One hundred & thirty pounds lawful Money which from him
 he unjustly detains for this that whereas the said Samuel Ware
 on the first day of May in the Year of our Lord Seventeen hun
 dred & twenty nine at Northampton aforesaid by his certain Bre
 ving obliging sealed with his seal & in Court to be produced
 returned & signed himself to be held & firmly bound & obliged
 to the said Samuel Hensdale the Testator in the sum of One hundred
 & thirty pounds in good & lawful silver money to be paid to
 him the said Samuel whenever he should be thereto requested
 of said Ware the often requested by said Samuel Hensdale in
 his Life Time & by said Arise since the Decease of said Hensdale
 hath not paid the same but neglect it to the Damage of said
 Arise in his s^o Capacity One hundred & thirty pounds which

1^o 27

Case was commenced before Ephraim Wright Esq^r one of the Justices of the Peace in & for the County aforesaid and now brot up to the Court as the Statute provides. The Def^t appears, and the Def^t the three Times publicly called to come into Court makes Default of Appearance here. Whereupon it is considered by the Court that the S^r Aries in his S^r Capacity do recover against the said Samuel Ninety eight pounds six shillings & seven pence of Lawful Money Debt & Costs of Suit taxed at £2. 3. 8

After all which the said Samuel came by William Bellings Esq^r his Att^r comes here into Court & appears from the Judgment of the Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties as the Law directs for said Warr prosecuting his S^r Appeal with Effect as by the Recognizance on File does appear

Allen
vs
Jones
No 28-

Solomon Allen of Northampton in the County of Hampshire Gent^l & Esq^r vs. Edward Jones of Boston in the County of Suffolk Common Def^t in a Plea of the Case for that S^r Edward at Northampton on the Ninth day of March last past being justly indebted to the Pl^t in the sum of four pounds & one penny for the Grain & Service mentioned in the annexed Account (to the Writ) in Consideration thereof the said Jones undertook & to the Pl^t then & there faithfully promised to pay him the same Sum. Also for that said Edward at Northampton on the same ninth day of March in Consideration that the S^r Solomon at the Request of the said Jones had then before that Time kept a feed for the said Jones two Horses other than those mentioned in the annexed Account for the Term of Ten Weeks & had also provided for & delivered to other Horses of Jones than those mentioned in the annexed Account, and had also at the like Request of the said Jones procured Eight Horses to be sent on from Boston aforesaid a feed on him self & to the Pl^t then & there faithfully promised to pay him therefor so much Money as the S^r Solomon should reasonably deserve whenever after he should be there to request it, and the Pl^t avers that he reasonably deserved to have Five pounds of which the said Jones then afterwards the same Day had Notice of said Jones the requested has not paid either of said Sums but neglects it to the Damage of Solomon six pounds which Case was commenced to be heard before Eben Smith Esq^r one of the Justices of the Peace in & for the County & now brot up to the Court as the Statute provides. The Pl^t appears by Caleb Strong Esq^r his Att^r and the Def^t the three Times publicly called to come into Court makes Default of Appearance here. Whereupon it is considered by the Court that S^r Solomon do recover against S^r Edward four pounds & one penny of Lawful Money Damages & Costs of Suit taxed at £2. 0. 10 & thereof &c

Exon^r Sep^r 4. 1788-

William Phillips of Boston in the County of Suffolk Esq. Plaintiff
 v. Joseph Cook of Andover in the County of Hampshire Defendant
 Deth in a Plea of Ejectment wherein the said William demands
 against the said Joseph the Possession of a Tract of Land in Andover
 aforesaid containing seventy five Acres with a good House and
 Barn standing on the same, bounded Northerly on Land hitherto
 owned by S^r John Smith Southerly on Isaac Goodrichs Land easterly on the
 County Road leading to Shutesbury Westerly on the East line of the
 Township of Hadley in the same County with the Appurtenances and
 such that the said Joseph being lawfully seized & possessed of the demanded
 Premises with the Appurtenances in his Demise as of free by his
 Deed duly executed at Andover aforesaid on the eleventh day of
 March in the Year of our Lord One thousand seven hundred & seventy
 three acknowledged registered & in Court to be produced for good
 & valuable Consideration therein mentioned to wit for the Sum of
 Three hundred pounds bargained sold & conveyed the said demanded
 Premises with the Appurtenances to the said William Phillips to
 himself & his Heirs and Assigns forever in fee simple -
 by force of which Deed the same William thereupon became
 instantly seized of the said demanded Premises & Appurtenances
 as in his Demise as of free taking the Profit thereof to the
 Value of twenty pounds by the Year and ought to have re-
 mained in the Seizin & Possession thereof but the said Joseph
 that Time entered into the Possession of the same & thereupon
 without any Right so to do hath dispossessed the said William
 thereof & still unjustly detains & holds him out of the same
 to the Damage of the said William Three hundred pounds
 The Plaintiff appears by Caleb Strong of his Att^y & the Defendant
 three Times publicly called to come into Court makes no
 fault of Appearance here - Whereupon it is considered
 by the Court that the said William do recover against the said
 Defendant for his Seizin & Possession of the Demanded Pre-
 mises & that of &c unless the said Joseph shall within two
 months pay to the said William Two hundred & eighty pounds
 two shillings & six pence of lawful Money, and it is further
 considered that the said William do also recover against said
 Joseph his Costs of Suit taxed at £22 3s 4d & that of a
 Writ of Habeas Corpus at £30 4s 6d 1788.

253
 Phillips v
 Cook
 No 29.

Isaac Stays of South Hadley in the County of Hampshire Clerk
 Plaintiff v. Sarah Hooker of Northampton in the County aforesaid Widow
 Defendant
 Deth in a Plea wherein the said Isaac demands against the said Sarah
 the Lands hereafter mentioned & described with the Buildings &
 Appurtenances lying & being in South Hadley aforesaid to wit
 One Tract or Parcel of Land containing about thirty Acres
 with a Barn standing thereon a little South of the Dwelling House
 where Josiah Henry late lived bounded Westerly on the
 public Street or High Way Northerly & easterly on the Ways & South
 on Land late of Charles Chapin - Also One other piece of Land on
 which stands the Dwelling House on which Josiah Henry late of
 South Hadley late lived containing about three Acres bounded
 Westerly on a public Street or High Way southerly on a high Way
 Easterly on Land now or late belonging to Suggles Woodbridge Esq.
 & Northerly on Land now or late owned by the Widow Church which
 pieces of Land were formerly in the Seizin of Josiah Henry now
 deceased which same Lands & Premises with the Appurtenances he the

Days in Hooker
Common Recovery

said Joel claims as his Right & Inheritance and whereinto the said Sarah hath not Entry unless after the Disfeisin which Hugh Sturges unjustly & without Judgment thereof hath made to the aforesaid Joel Days within thirty years now last past and whereupon the said Joel saith that he himself was seized of the Tenements aforesaid with the Appurtenances within the said thirty years now last past in his Demesne as of Free & Right in Fee of Peace by taking the Feoffment thereof to the Value of Six Shillings eight pence & more in Rent Corn & Grass and into which the said Sarah hath not Entry unless after the Disfeisin aforesaid of the said Hugh Sturges unjustly & without Judgment made & committed within the said thirty years now last past and whereupon he the said Joel complains that the said Sarah do forceth him & thereupon he bringeth this Sub and good proof — The Plt appears in his own Person and the said Sarah by John Hooker Gent. her Att. comes into Court & depends her Right to the Lands demanded with the Appurtenances and to the Warranty thereof voucheth Josiah Henry whose Deed of Bargain & Sale with Warranty to the said Sarah she hath — And the said Josiah Henry upon Summons to him made in the County comes into Court in his proper Person & freely warranteth to the said Sarah the Lands & Tenements aforesaid with the Appurtenances & says that the said Joel may count against him And the said Joel comes & demands against the said Josiah Henry by his Warranty the within demanded Premises with the Appurtenances which the said Joel claims as his Inheritance & Right wherein the said Sarah hath not Entry unless after the Disfeisin aforesaid whereupon the said Joel says he was seized of the Tenements & Lands aforesaid with the Appurtenances in Manner & Form aforesaid — And into which the said Sarah hath not Entry unless after the Disfeisin aforesaid and thereupon he bringeth this Sub — And the said Josiah Henry Tenant by his own Warranty defends his Right whereon and thereupon he further voucheth to warrant Phineas Munn — And the said Phineas Munn Tenant by his own Warranty comes into Court in his proper Person & freely warranteth to the said Josiah Henry the Lands & Tenements aforesaid with the Appurtenances and says that the said Joel may count against him — And the said Joel demands against the said Phineas Tenant by his own Warranty the Lands & Tenements aforesaid with the Appurtenances in Manner & Form aforesaid & whereupon the said Joel saith that he himself was seized of the Tenements & Lands in Manner aforesaid into which the said Sarah hath not Entry unless after the Disfeisin aforesaid and thereupon he bringeth this Sub — And the said Phineas Munn Tenant by his own Warranty defends his own Right whereon and says the said Hugh Sturges did not disfeise the said Joel of the Tenements aforesaid with the Appurtenances as the said Joel by his Writ & Count aforesaid doth suppose and of this puts himself on the Country — And thereupon the said Joel prays Leave to imparl and he hath it — and afterwards the said Joel cometh again into Court in the same Term in his proper Person and the aforesaid Phineas Munn the solemnly called cometh again & put maketh Default — Whereupon it is considered by the Court that the said Joel do recover his Seizin against the said Sarah of the Lands & Tenements aforesaid with the Appurtenances & that the said Sarah do recover of the Lands of the said Josiah to the Value of the Lands & Tenements demanded as aforesaid and that the

Hayes & Hooker
Com^{rs} Survey

Said I should have of the Land of the said Shumbar to the Value of
the Lands & Tenements aforesaid And hereupon the said Joel
may all sort of Execution to be directed to the Sheriff of the County
by aforesaid or his Deputy to cause him to have full Justice of the
Lands & Tenements aforesaid with the appurtenances and it
is granted to him returnable without Delay &c
Writ of Habeas Corpus of Sept. 1. 1788

After wards to wit on the day of in the Year of
our Lord One thousand seven hundred & eighty
mentioned he did cause the said Joel Hayes to have full Justice
of the demanded Premises as he was commanded

Howe
Nixon
progr

Sylvanus Howe of Greenwich in the County of Hampshire Gent^l
Plff^r is James Nixon of the same Greenwich Gent^l Def^t in a Plea
of Trespass on the Case for that S^r James at Greenwich aforesaid
on the fourth day of February in the Year of our Lord seventeen
hundred & eighty two was indebted to the said Sylvanus Howe
in the Sum of Fifty two pounds four shillings & seven pence
lawful Money for the like Sum of Money by him the said Sylva
nus for the said James expended & paid & to the said James at
his special Instance & Request before that Time lent & advanced
& being so indebted to the said James in Consideration thereof
afterwards to wit the same Day & Year aforesaid at Greenwich
aforesaid took upon himself & to the said Sylvanus then & there
promised that he the S^r James would well & truly pay & content to
the same Sylvanus the aforesaid Fifty two pounds four shillings
& seven pence when he should be thereto afterwards required
(meaning to pay Interest therefor) - Also for that said
Sylvanus at Greenwich on the same fourth day of February
at his the said James special Instance & Request had then
before that Time done & performed divers Works & Services for
the said James in the Sum of Husbandry in Consideration
thereof the S^r James assumed on himself & to the S^r Sylvanus
then & there faithfully promised to pay him therefor & annually
Money as the said Sylvanus therefor should reasonably expect
to have and the Interest of such Sum whenever after he
should be thereto required - And the S^r James that he therefor
reasonably deserved to have the Sum of Fifty two pounds
four shillings & seven pence of which the said James there after
wards the same Day had Notice - Also for that the said James
at Greenwich aforesaid on the fourth day of February in the Year
of our Lord seventeen hundred & eighty two in Consideration that
the S^r James at the special Instance & Request of the S^r James had then be
fore that Time sold & delivered to the said James divers Goods Wares
& Merchandises assumed upon himself & to the S^r James then & there
faithfully promised to pay him therefor & annually Money as the said
Sylvanus therefor should reasonably expect to have and the Interest of such
Sum whenever after he should be thereto afterwards required
(meaning to pay the Interest therefor untill paid) - And the
S^r James that he therefor reasonably worth Fifty
two pounds four shillings & seven pence of which the said James there
afterwards the same Day had Notice - He paid James the requested sum
not paid at the S^r James aforesaid & did neglect it to the Damage
of said Sylvanus Seventy pounds - The S^r James and the

Let it be considered & more, that this case may be continued to the
next Term - And it is considered by the Court that they have Day
here in Court until the second Tuesday of February next

Stitchins
vs
Chapin
No 32

Henrichs Stitchins of Northampton in the County of Hampshire
Gent^l vs Percy Chapin of Whately in the same County
Physician Deft in a Plea of ~~Assumpsit~~ ^{Assumpsit} the Case for that
Percy at Northampton aforesaid on the first day of June in
the Year of our Lord One thousand seven hundred & eighty seven
by his Note for Value recd promised One William Chapman
to pay him on Order Six pounds lawful Money on Demand with
Interest & afterwards to wit the same Day after aforesaid at
Northampton aforesaid the said William by his Indorsement on
the same Note then wholly due orderd the Contents thereof to be
paid to the said Henrichs for Value recd. whereof Percy the
Day & Year aforesaid at Northampton aforesaid had Notice by Deas-
son return of Percy became liable & thereupon appeared on his
self & promised the said Henrichs to pay him the Contents of the
same Note according to the Ten thereof on Demand. Yet since
Percy the other requested has never paid the same but neglects it
to the Damage of the said Henrichs Eight pounds - Which Case
was commenced before Ephraim Wright Esq^r & now brot up to this
Court agreeably to the Statute in such Case provided -
The Plaintiff appears by Sam^l Stinchley Gent^l his Att^y and the Deft
the three times, publicly called to come into Court makes default
of appearance here - Whereupon it is considered by the Court
that the said Henrichs do recover against the said Percy six pounds
nine shillings of lawful Money Damages & Costs of such steps
as he takes & thereof - Given at Sep^r 15. 1788

Lynner
vs
Dixey
No 33

Phineas Lynner of Hadley in the County of Hampshire Gent^l
vs Noah Dixey of Southampton in the same County aforesaid
Deft in a Plea that the said Noah render to him the said Phineas seven
pounds eleven shillings & seven pence which to him he owed
from him unjustly detain, for this to wit that whereas the said
was at Northampton aforesaid on the seventh day of May in the
Year of our Lord seventeen hundred & eighty seven by the Consi-
deration & Judgment of Ephraim Wright Esq^r one of the Justices of the
Peace in & for the said County of Hampshire at a Justice Court holden
by the said Ephraim at his Dwelling House in Northampton aforesaid
on the same seventh day of May aforesaid recovered of the said
Noah the sum of six pounds fourteen shillings & four pence
Damages & Costs of such steps as he takes at seventeen shillings & three pence
which Judgment is still in it full force wholly unreversed &
unpaid as by the same Judgment before said Justice will appear
whereby Action hath accrued to the said Phineas to demand & have
of the said Noah the aforesaid sum of seven pounds eleven shillings
& seven pence - Yet the said Noah the other requested hath not paid
the aforesaid sum to the said Phineas but unjustly neglects it to the
Damage of the said Phineas ten pounds - Which Case was com-
menced before Ephraim Wright Esq^r above named & now brot up
to this Court as the Statute in such Case provides - The Plaintiff
appears by Sam^l Stinchley Gent^l his Att^y and the Deft likewise comes

and moves that this case may be continued to the next term and it is considered by the Court that S^r Parker have day here in Court until the second Tuesday of February next

Matthew Bunk of Chester field in the County of Hampshire Henry Bucks
Plff^r vs. Jeremiah Townsend of Northampton in the same County
Husbandman Def^r in a Plea as on File is The Plff being Townsend
three times publicly called in Court, the Def^r defaulted &
the Action is dismissed No 34

Frederick Chapin of Hatfield in the County of Hampshire Sad^r Chapin
Plff^r vs. Solomon Allen Gent^l Samuel Parsons Gent^l & Avariah Allen
Slaves of Northampton in the County aforesaid Def^r in Allen
a Plea of Suspⁿ on the Case for that Solomon Samuel & Avariah
at Northampton aforesaid on the thirty first day of March last past
by their Note for Value rec^d promised S^r Frederick to pay him
fifteen pounds three shillings on Demand; meaning to pay the
lawful interest of the same sum till paid & the Plff^r does he
demanded the Contents of the same Note of the Def^r on the
third day of June current to which Northampton aforesaid - Yet
S^r Solomon Samuel & Avariah the often requested have not
nor have either of them paid the Contents of the Note to Chapin
but neglect it to the Damage of said Frederick fifteen pounds
This Case was commenced before Caleb Strong Esq^r one of the
Justices of the Peace in & for said County of Hampshire & now
brought up to this Court as the Statute in such Case provides directs
The Plff^r appears by Samuel Shinkley Gent^l his and the several
Def^r the three times publicly called to come into Court make the
fault of Appearance there - Whereupon it is considered by
the Court that the said Frederick do recover against said
Solomon Samuel & Avariah fifteen pounds four shillings &
six pence of lawful Money Damages & Costs of Suit taxed at
£2.10.4 & thereof &c Exon^r of Sept 8th 1788

John Murray of the City County & State of New York Mer.
Chanc^r & Philip Sanson in the County of Essex City of London
in the Kingdom of Great Britain Merchants Def^r in a Plea of
Suspⁿ on the Case for that the said Solomon at New York via^{ly} at
Northampton aforesaid on the fifteenth day of May last past by
his Note of hand of that Date for Value rec^d promised the said
John & Philip to pay them or Order by the Name of Murray and
Sanson the sum of two hundred eighty five pounds 9/6 mean
ing Nine shillings & six pence / Currency meaning the Currency
of the State of New York / with Interest four Pence of Payment
till paid / meaning the lawful Interest of Money in the State of
New York / And the Plff^r aver that the aforesaid sum of Money in
York Currency is equal in Value to the sum of two hundred
a fourteen pounds two shillings & one penny half penny of
the lawful Money of the Commonwealth of Massachusetts and
the Plff^r further aver that the lawful Interest of the Currency of
New York is seven pounds for every hundred pounds of Cur
rency of the Currency - Yet the S^r Solomon the often requested
had never paid the same but neglects it to the Damage of S^r John &
Philip two hundred & fifty pounds - This Case was commenced before
Ebenezer Smith Esq^r one of the Justices of the Peace in & for County of
Hampshire & brought up to this Court as the Statute provides - The
Plff^r appears by Samuel Shinkley Gent^l his and the several
the three times publicly called to come into Court make the fault

in appearance here. Whereupon it is considered by the Court that
the said John & Philip & John do recover against said John.
Two hundred & twenty four pounds, six shillings & six pence
of lawful Money Damages & Costs of such taxed at six pounds
six shillings & six pence & thereof do Execution Sept 8. 1788

Catharine
Barnard
No 37

Common Recovery

Seth Catharine of Deerfield in the County of Hampshire Esq. Plaintiff
Samuel Barnard of the same Deerfield Esq. Defendant. Plea of Denial
upon Deposition wherein the said Seth demands against the said Samuel
all those Tracts of Parcels of Land lying in Deerfield Greenfield
in said County with the Appurtenances which were owned by Samuel
Barnard late of the same in the County of Essex Esq. deceased at
the Time of his Death and which by his last Will & Testament were
devoted to one Joseph Barnard for Term of Life with Remainder
over, that is to say, A Tract of Land in said Will devised by the Name
of "my Homestead with all the Buildings & Tenure thereon" and which
is now bounded South on Land of Jonathan Arms West on the Town
Street North on Land of Joseph Stebbins East on the Foot of the
Mountain containing about six Acres - Also a Tract of Land
described in said Will by the Name of "my Lot called the plain
& Neck Lot with all I both of Bought of Brother Sheldon running
from the Common Field Thence West to Deerfield River" which Tract
is now bounded South on Land of Ebenezer Wells Thence North partly
by S. Wells Thence & partly by David Holt's Land - Also the Tract of
Land in said Will described by the Name of "my Lot called Boggs
Hole" now bounded South on Land of Joseph Stebbins on all
other parts by Deerfield River; the Tract described by the Name of
"my Lot called Fair Hills" bounded on Land of McNeil & others
South and on Deerfield River North, on Common Field Thence
East - Also the Lot called "my Lot called Second Division & Old
Park" the said Second Division Lot is now bounded East on a
Country Road, South on Land of Asahel Wright, West on Deerfield
River, North on Amos Child's Land; the Tract in said Will called
"My Field at the great River being about thirty five Acres bounded on
Bardwell & mine" the Tract called "Nine Acres which I bought of the
Heirs of Henry White" the Lands called "all the Lands in a Place called
Boggy Meadows" the Lands called "all my Land in that Division called
Long Hill Division which abuts on the Country Road leading from Deerfield
to Hatfield both on the East & West Side of said Road" the Land called
"all my Lands in that which is called the Mountain Division" the
Lands called "all my parts of the Land yet undivided lying between
Deerfield & Hatfield North Bound & East on the Country Road" the Lands
in said Will called "all the Lands I bought of Joseph Goddard and
Daniel Belding lying on or near Green River running East to the
great River" the Lands called all the Lands that was sold or granted
to me joining to S. Goddard's Land either West or South the Lot
called "two Lots near Wilbur Falls" the Lot called Eighty Acres near
Northfield Bound joining on Land lately belonging to Samuel
Hinsdale the Lot called Eighty Acres lying on or near the Mill Brook
being the most southerly Lot I have in that Division" as has the said
Wills & bequest, and into which the said Samuel hath made title
not only but of the Deposition which I have taken thereof upon Oath
and without Judgment hath made to the said title within thirty years now

Catlin
Barnard
p. 97
Com^{rs} Treasury

last past and when the said Seth says he was seized of the demand
that I remiss with the appurtenances in his Demise as of Fee & Right
in a Term of Year taking the Profits thereof to the Value of Fifty Shillings
by the Year and into which the same Samuel hath not Entry but after
the Disfeisin which I Hugh Shuck made as aforesaid & whereon the
said complaint that the same Samuel now unjustly depriveth him
& holdeth him out to the Damage of said Seth Two thousand pounds

The Plaintiff appears in his own proper Person, and the said Samuel the
Defendant comes & defends his Right when so and thereupon voucheth to
warrant Phineas Munn of Dursfield in St. County Gloucester who
is here present in Court

And the said Phineas Munn who is here present in Court in his
proper Person truly warranteth to the said Samuel the Lands and
Tenements aforesaid with the appurtenances as

And hereupon the said Seth demandeth against the said Phineas
Munn Tenant by his own Warranty the Lands & Tenements aforesaid
with the appurtenances in Term aforesaid and whereupon he
saith that he himself was seized of the Land & Tenements aforesaid with
the appurtenances in his Demise as of Fee & Right in a Term of Year
as by taking the Profits thereof to the Value of Fifty Shillings by the Year
and into which the said Samuel hath no Entry until after the
Disfeisin which One Hugh Shuck thereof unjustly & without Judg-
ment made unto the aforesaid Seth within thirty Years now past
past, and thereupon he brings this Subida

And the aforesaid Phineas Munn Tenant by his own Warranty
defends his Right when so, and saith that the aforesaid Hugh did
not disfeise the aforesaid Seth of the Tenements aforesaid as the said
Seth by his Writ of Counsell aforesaid doth suppose & of this he puts
himself upon the Country and the said Seth thereupon craveth
Leave to imparl & he hath it and afterwards the said
Seth cometh here again into Court in this same Term in his
proper Person and the aforesaid Phineas Munn the 10th
cometh called counsell not again but maketh Default

Therefore it is considered by the Court that the said Seth do move
his Seizin against the said Samuel of the Lands & Tenements
aforesaid with the appurtenances, and that the said Samuel
have of the Land of the said Phineas to the Value of the Lands
& Tenements aforesaid and hereupon the said Seth prays a
Writ of Execution to be directed to the Sheriff of the County aforesaid
or his Deputy to cause him to have full Seizin of the Lands &
Tenements aforesaid and it is granted unto him returnable
here without Delay

And afterwards to wit on the twentieth day of the Month of November
in the Year of our Lord seven hundred & eighty eight Daniel Clap Deputy Sheriff
certifieth that by Virtue of the Writ above mentioned he did
cause the said Seth to have full Seizin of the demanded Pre-
mise as he was commanded

Witnessed at Newbury in the County of Hampshire the 7th of November 1788

Hendrick
 Roth
 p 38

James Hendrick of Amherst in the County of Hampshire Gent.
 vs Benjamin Roth of the same Amherst German Deft in a Plea
 wherein the said James demands against said Benjamin a certain
 Tract or Parcel of Land lying in Amherst a parcel with the
 Buildings thereon & appurtenances described & bounded as follows
 North on the North Line of a lot in the third Division of Lands
 in said Amherst which said Benjamin Smith bought of one
 John Petter extending on said Line twelve Rods from the County
 Road East by the same running South by six rods & one half
 three running West by the County Road & running
 from the North West Corner by the County Road nine rods & one half
 South by so as to include the Buildings & standing thereon
 demanded Premises are the same Tract which said Benjamin
 Roth lately purchased of Benjamin Smith and on which the
 said Roth now dwells which Tract with the Appurtenances
 he demands as his Right & whereon the said James says that the said
 Benjamin Roth at said Amherst on the twenty second Day of June
 any in the Year of our Lord seventeen hundred & twenty nine
 being seized of the Demanded Premises in his Demesne as of
 Fee in his own Right by his certain Deed of Bargain & Sale duly
 executed acknowledged & Registered in Court to be produced
 for the consideration of Eighteen pounds twelve shillings in
 Money paid him by the said James Hendrick did give grant
 Bargain sell alien convey & confirm the demanded Premises
 to him the said James to have & to hold the same to the said James and
 his Heirs and assigns forever in Fee simple by means whereof
 the said James then to wit on the same Day became seized in
 Law of the said demanded Premises in his Demesne as of
 Fee and within twenty Years now last past hath been actually
 seized thereof in his Demesne as of Fee & Right in a Term of
 Years taking the Profits to the Value of Five shillings by the
 year since which the said Benjamin hath unjustly & without
 Judgment entered into the same & thereof deprived the said
 James & still unjustly depriveth him & holds him out to
 the Damage of the said James Thirty pounds

The Deft appears and the Deft the three Times publicly called
 to come into Court makes Default of appearance here
 Whereupon it is considered by the Court that said James do move
 against said Benjamin Dissolution of the Demanded Premises
 together with the Costs of such tryed as I and thereof
 he may have his Execution unless the said Benjamin shall in
 two months pay the said James Twenty five pounds eighteen
 shillings & seven pence

Williams & al
 vs
 N 30

Joseph Williams of Springfield in the County of Hampshire Gent.
 & Anne his Wife vs Tirzah Ashley Widow Eliza Ashley & by
 her son & David Dickinson Exrs all of Deerfield in the same County
 Administrators on the Estate of Jonathan Ashley late of said Deerfield
 Gent deceased Intestate & in said County Deft in a Plea wherein the
 said Joseph & Anne demand against the said Tirzah Eliza David
 Administrators as a parcel a certain Tract of Land with the
 Appurtenances lying in Deerfield a parcel containing about
 one hundred & fifteen Acres bounded North by the line between

Shelburne & Deerfield West partly by land of Joseph Adams &
partly by Freeman & Randall's land South by Ellen Ashby's
land & by the four mile line so called and is the Lot Number
five in the second Division of land in the North west part of
Deerfield a parcel which Lot was laid out to Jonathan Ashby
black demand as the Right & Inheritance of the same and where
on they say, that the said Jonathan the Intestate in his life
Tune to wit on the twenty seventh day of April in the year
of our Lord one thousand seven hundred eighty six being
sired of the Premises in his Deed as of Free by his certain
Deed of Bargain & Sale under his hand & seal acknowledged &
registered in Court to be produced for the consideration of one
hundred & six pounds in lawful Money paid him by the
said Anne then sole & unmarried eldest & true grant bargain
sell alone & sole convey & assign to her the said Anne
by the Name of Anne Symonds Jun^r the aforesaid Tract of
Land with the Appurtenances to have & to hold the same to
her and her Heirs and Assigns forever with Condition never-
theless to be void if the said Jonathan should pay to the said
Anne the Contents of a certain Note of hand of the same Date
made by the said Jonathan to said Anne or Order for the
payment of One hundred & six pounds nine shillings and
five pence lawful Money by the said Anne then & limited for
payment, by Means whereof the said Anne became seized in
Law of the demanded Premises in fee in her own Right, and the
said Administrator have since unjustly & without Judgment
entred into the same & now unjustly depose the said Joseph and
Anne and the said Joseph & Anne say that the said Jonathan
in his life Time never paid the Contents of the said Note
the often requested nor have the said Administrators since his Death
ever paid the same to the Damage of the said Joseph & Anne Two
hundred pounds. The Plffs appear by Simon Strong
Esq^r their Att^y and the Def^t the three now jointly called to
come into Court makes Default of appearance here -

Whereupon it is considered by the Court that the said Joseph &
Anne do recover against the said Sir John Edward David Judgment
for their Tithing & Possession of the demanded Premises with
Costs of Suit taxed at £10.0.0 & that they may have
their Exon unless the said Administrator shall in
two months pay the Plffs Ninety five pounds thirteen shillings & 3^d
expressed Costs. Writ of Facias. D^o Feb. 7. 1789.

Reuben Sykes of Wilbraham in the County of Hampshire J^{es}
man & Pl^{ff} vs John Jones, Sykes of the said Wilbraham the County of the
Demand. Debt in a Plea of the Case for that the said John Jones
the County a parcel on the 14th day of May last past bargained & sold
with the said Reuben to take his Team & to drive them to
Garry in the County of Worcester being about 30 miles from the
said Reuben's Dwelling House & to bring a Load from said Garry
to the said Reuben's House and did then & there to wit at the said
promise the said Reuben on Consideration that he would let
his said Team to said John to bring the aforesaid Load
to keep the Team well & drive them in a prudent & husband-
man like Manner & to go & return in a reasonable Time and
not to damage or hurt the Team & to return them in a good
as he received them or to pay all Costs Charges or Damage
that should arise to the said Reuben by Reason of his letting the
said Team except the natural wear of the Journey. Yet said

Oliver not regarding his said Promise on the fourteenth day of
May last did receive the said Team of s^r Reuben & went to Genny
aforesaid & did not return in a reasonable time but kept the
said Team for the space of six days & did then & there abuse the
said Team & detained them from s^r Reuben & drove unreasonably
& on the twentieth day of May last returned them sick & not in
good Order by which means & bad Usage one of the Horses died
& the other part of the Team greatly damaged hurt & abused
to the Damage of the s^r Reuben as he saith Twenty pounds
~~This Case was commenced before William Scott Esq^r one of~~
the Justices of the Peace in & for said County of Hampshire &
now brought up to this Court as the Statute in such Case provided
directly. The J^{ts} appears by Abner Morgan Esq^r & the Deft^s
by Henry Shirelock Jun^r and they agree that this Case be continued
to the next Term & and it is considered by the Court that the
said Parties have Day here in Court until the second Tuesday
of February next

Thomas Adm^r. Oliver Morgan of Brookfield in the County of Worcester Just^s
Fairbanks J^{ts} v. Charles Fairbanks of Monson in the County of Hamp^s
p. 41
shire Husbandman Deft^s in a Plea of Trespass on the Case for
that said Charles at Brookfield Ver^d at Monson held & said
on the first day of March in the year of our Lord seventeen hundred & seventy four was justly indebted to the said Calvin in his
Life Time in the Sum of Six pounds one shilling & six pence ac-
cording to the account annexed to the writ and being so indebted
then & there undertook & in consideration thereof promised said
Calvin to pay him & Sum on Demand & Also for that s^r Charles
afterwards on the same first day of March aforesaid at Monson
paid aforesaid in consideration that s^r Calvin in his Life Time
had before that Time at the special Instance & Request of said
Charles worked & laboured for him in Husbandry & Service for week
ing, being twenty eight days & had sold & delivered him one pair
of Heave Butters, one Stick of M^rhair & one great Coal & had let
him have his Horse & Journey to Providence all other than before
mentioned in the account aforesaid he said Charles undertook
& then & there faithfully promised s^r Calvin to pay him there for
said Demand so much money as he reasonably to have & the said
Oliver in fact saith said Calvin reasonably deserved to have three
for one other Sum of Six pounds one shilling & six pence of which
he then afterwards on the same Day had Notice. Yet s^r Charles
he requested hath not paid either of said Sums to said Calvin
in his Life Time nor to s^r said Oliver since his Death but neglects
to the Damage of said Oliver Ten pounds. The J^{ts} ap-
pears by Abner Morgan Esq^r & the Deft^s by Henry Merick Jun^r and
they agree that this Case be continued to the next Term & and it is
considered by the Court that the said Parties have Day here in
Court until the second Tuesday of February next

And of them or any two of them to be final; to be returned into
this Court, Judgment to be made upon Decision of said accord
only; and it is considered by the Court that the agreement
expressed of the said Parties be the Rule of this Court in this Case
and that they have Day here in Court untill the second Tuesday
of February next

Super
Hotbrooks
No 44

John Draper of Charlton in the County of Worcester Gent^l & Patience
his wife who was the wife of John Hotbrooks deceased & John
Ananias Hotbrooks late of this bridge in the County of Dorset Thomas
Deft in a Plea of Dower wherein the said John Draper & Patience dem
and against the said Ananias the third part of a certain Farm
or Tract of Land with the appurtenances lying in & near
in the said County of Hampshire which was once in the life and
possession of the said John Hotbrooks bounded East on the Division
line between the Counties of Hampshire & Worcester South on
Land of One Purcell & on Land of One Sanders & Draper Sales
Joseph Lombard & one Maſon containing the Quantity of about
two hundred Acres as the Dower of her the said Patience of
the Endowments of the said John Hotbrooks who was once her Husband
for that the said John Hotbrooks during the Coverture aforesaid
was lawfully seized of the Farm or Tract of Land aforesaid
in his Decore as of Free & clear of any the said John & Patience have
nothing and complain that the said Ananias defrauds them
thereof to their Damage Five hundred pounds

The Deft appears & the said Ananias by Abner Morgan Esq^r his
Att^y comes into Court & prays an Injunction that he may
have Opportunity to verify to warranty the Tenements demanded
John Hotbrooks Husbandman Lucy Shepherd minor Jacob Shepherd
Minor Simon Shepherd Minor Levi Shepherd Minor Child en
of Patience Shepherd Daughter of the said John Hotbrooks deceased
Stephen Sebold this bandman & Bathsheba his wife in her right
Elizabeth Hotbrooks Husbandman Lucy Hotbrooks single woman
Lavinia Hotbrooks single woman & Joel Hotbrooks Husbandman
all of this bridge in the County of Worcester & Abner Hotbrooks
Husbandman of Woodbury who are Children Grand Child en
and Heirs and have Affs of the said John Hotbrooks deceased
of part of the demanded Premises & their own dnd of the Remainder
with Warranty the said Ananias here produces in Court
and it is granted to him untill the next Term of this Court the
second Tuesday of February next Summons p^d Sept 15. 1788.

with
Wright
No 45

Whitfield Smith of Ware in the County of Hampshire Husbandman
vs. Perry Wright of Northampton in the same County Plaintiff
in a Plea of the Case for that the said Perry at Northampton on the
eleventh day of September in the Year of our Lord seventeen hun
dred & eighty seven by his Note for Value rec^d promised & ad
Whitfield to pay him or Order in one pound lawful Money to
be paid in good Cheere at the Market Price by the first day
of January then next with interest till paid & the said Perry
paid the said Perry at Northampton always ready to re
ceive the said Cheere on or before the first day of January afores
aid the said Perry the other requested hath not fulfilled his said
promise but unjustly neglects to do it to the Damage of Whit
field Ten pounds - The said Parties appear & agree to a Continuance
of this Case - And it is considered by the Court that the same Day
here in Court untill the second Tuesday of February next
The Case was continued before William Scott a Justice of the Peace in
and the County of Northampton to this Court agreeably to Law &c.

259
 Phelps
 Park,
 No 46.

John Phelps of Westfield in the County of Hampshire Gent. vs. Roland Parks of the same Westfield Gent. Debt in a Plea of Trespass on the Case for that said Roland at Westfield on the last day of May last past was justly indebted to the said John in the sum of five hundred pounds lawful money for divers articles of labour & services done & performed for the said Roland before that time at his special instance & Request he then & there in consideration thereof assured on himself a faithfully promised the said John to pay him therefor as much money as he reasonably deserved to have for the Party, & service done and performed for the said Roland on Demand: now in Park the said John avers that he reasonably deserved to have from the said Roland the sum of five hundred pounds & that he had Notice & promised said John to pay him accordingly - Also for that the said John afterwards on the same Day & Year at Westfield at the special instance & Request of the said Roland before that time had been appointed an Agent & Attorney to negotiate & settle his Affairs, and had done & performed divers services in his said Capacity of an Attorney & Agent for said Roland he the said Roland then & there assured on himself a faithfully promised the said John to pay him therefor as much money as the said John deserved to have & said John avers he deserved to have of the said Roland for said Labour & services a further sum of five hundred pounds whereof said Roland then & there had Notice & promised to pay said John on Demand.

Also for that said Roland at Westfield on the Day & Year aforesaid was justly indebted to the said John in the sum of One thousand pounds for the like sum of money by the said John before that time at the special instance & Request of the said Roland & to his Use before that time paid laid out & expended & being so indebted said Roland afterwards the same Day & Year aforesaid in Consideration thereof understood and faithfully promised to pay the said John on Demand & yet the said Roland the requested has not performed his said Promise or either of them but neglects it to the Damage of the said John Two thousand pounds on this Case was commenced before William Shephard Esq. one of the Justices of the Peace in & for the County of Hampshire & brought up to this Court as the Statute in such Case provides.

The Parties appear and agree to refer this Case to the Determination of Oliver Phelps William Shephard Esq. & John B. Esq. & the Award of them or either two of them to be final to be returned into this Court Judgment to be made & Executed accordingly - And it is considered by the Court that the Agreement aforesaid of the Parties be the Rule of this Court in this Case and that they have Day here in Court until the second Tuesday of February next.

Asaph Thurg of Wilbraham in the County of Hampshire Gent. vs. Andrew Colton of Springfield in the same County Gent. Debt in a Plea of the Case for that the said Andrew at Springfield on the twenty sixth day of July in the Year of our Lord seventeen hundred & eighty by his Note for Value received promised the said Asaph to pay him One thousand eight hundred & forty pounds ten Shillings lawful money on Demand meaning with the lawful Interest for the same till paid & yet the said Andrew the requested hath never paid the same but neglects it to the Damage of the said Asaph twenty pounds - which Case was commenced before John B. Esq. one of the Justices of the Peace in & for said

Thurg
 vs.
 Colton
 No 47

County of Hampshire, and is now bro't up to this Court agreeably to the Statute in such Case provided - The Parties aforesaid & the 3^d Assizes by & bel'ng his Att^y & the 2^d Andrew under his own hand now send into Court their Agreement in the Words following &c
In the Case depending between Asaph Thng Esq^r & Andrew Cotton both the Parties appear & agree to refer the Matter to the Award and Determination of Col^l John Bish^p Williams Esq^r & Noah Warner & their Award or either two of them to be final & desire a Rule may be made of the same accordingly in the Court of Common Pleas to be holden at Northampton on the last Tuesday of this last and August to which the Parties have hereto set their Names
Andrew Cotton & bel'ng by Ord^r of the Esq^r Aug 25. 1788
Whereupon it is considered by the Court that the Agreement afores^d of the 3^d Parties be the Rule of the Court in this Case & that 3^d Parties have Day here in Court untill the second Tuesday of February next

Brown
Thng
No 38

Judith Brown of Thng William in the Commonwealth of Virginia Widow Admin^r of the Estate of William Brown late of said Thng William County deceased & in & Capacity Esq^r W. William Thng of Wilbraham in the County of Hampshire Gent^l Defts in a Plea of Debt for that said William Thng on the twenty fourth Day of July in the Year of our Lord Seventeen hundred & Seventy three by his Bond of that Date under his Hand & Seal & ready in Court to be produced became bound to the 3^d William Brown & Brown jointly & severally together with one William Stebbins Samuel Day & Philip Lyon in the penal Sum of Two hundred & twenty eight pounds lawful money - Yet Thng hath not paid & sum or any part thereof to & Brown in his Life Time nor to said Judith since his Decease but neglects it to the Damage of said Judith in her & Capacity Two hundred & twenty eight pounds
This Case was commenced before John Bish^p Esq^r one of the Justices of the Peace in & for & County of Hampshire & now bro't up to this Court agreeably to the Statute in such Case provided
The 3^d appears by Philip Meritt Gent^l her Att^y and the Defts the three Times publicly called to come into Court makes Default of appearance here. Afterwards at this Term the Parties aforesaid appear & agree that Judgment be rendered for the Sum of Thirty two pounds one shilling & three pence Debt - It is therefore considered by the Court that said Judith do recover against said William Thng Thirty two pounds one shilling & three pence Debt & Costs of such taxed at 3s 6d & thereof do Execution 24th 1788

Stebbins
Thng
No 49

Stebbins of Wilbraham in the County of Hampshire Esq^r & Thomas Thng Esq^r both of the same Wilbraham Defts in a Plea of the Case for that the said Luther and Thomas at said Wilbraham on the Sixth day of July in the Year of our Lord Seventeen hundred & eighty six by their Note of hand for Value received jointly promised said Moses to pay him seven pounds nine shillings lawful money within one Year from the Date of said Note with Interest till paid - Yet said Luther & Thomas or either of them the requested ever paid the same but neglects it to the Damage of said Moses Twelve pounds - This Case was commenced before John Bish^p Esq^r one of the Justices of the Peace in & for & County of Hampshire

and now brot up to this Court as the Statute in such case provides
The Plff appears by Chas. Merick Gent^r his Att^r and the Def^t by John
Hosker Gent^r his Att^r and they agree that this case be continued to
the next Term, and it is considered by the Court that the said Parties
have Day here in Court untill the second Tuesday of February next

Graves v
Graves
1750

Arar Graves Gent^r Simon Graves Gent^r James King Gent^r
all of Palmer in the County of Hampshire South Owners & Pastors of
a Saw Mill Df^t v Abraham Womersley of Wilbraham in the same
County House Wright Df^t in a Plea of the Case for that the P^r Abraham
at said Palmer on the sixteenth Day of September in the Year of
our Lord Seventen hundred eighty four in Consideration that he
said Arar Simon & James at said Palmer before that Time at the
Special Instance and Request of the said Abraham had sold & delivered
to him the said Mill Irons agreeable to the Account annexed hereto
Abraham then & there promised the P^r Arar Simon & James to pay
them so much Money as the same Irons were reasonably worth upon
Demand with Interest for the same till paid. Now the P^r Arar Simon
and James in Fact say that the same Saw Mill Irons were reason-
ably worth at the Time of Delivery as aforesaid Fifteen pounds & seven
shillings lawful Money of all which the P^r Abraham then afterwards
to with on the same Day had Note & yet said Abraham the request
has never paid the same but neglects it to the Damage of the said
Arar Simon & James Twenty pounds - The Parties severally
appear and on the Motion of the Def^t it is considered by the Court
that they have Day here in Court untill the second Tuesday of Febru-
ary next

John Lamb of Wilbraham in the County of Hampshire Plaintiff
Df^t v John Barber of West Springfield in the County aforesaid
House Df^t in a Plea of the Case for that J^r Barber at Wilbra-
ham aforesaid on the first day of February in the Year of our
Lord Seventen hundred sixty five by his Note for Value recd
promised one Daniel Lamb to pay him or his Order within
three months from the Date of said Note Nine pounds two shillings
lawful Money with Interest & said Daniel at Wilbraham aforesaid
on the first day of January in the Year of our Lord seven hundred
sixty nine by his Indorsement on said Note for Value recd ordered
the Contents thereof then wholly due to be paid to said John Lamb
whereby J^r Barber became chargeable & promised to pay the P^r
the Contents thereof accordingly on Demand & yet said Barber the
request has never paid the same but neglects it to the Damage
of said John Lamb Thirty pounds - This Case was common-
ly before J^r M^r Df^t Esq^r Justice of the Peace in & for said
County of Hampshire & now brot up to this Court agreeable to
the Statute in such case provided - The Plff appears by
Chas. Merick Gent^r his Att^r and the Def^t by J^r Hosker Gent^r
his Att^r and they agree that this case be continued to the next
Term - And it is considered by the Court that the said Parties
have Day here in Court untill the second Tuesday of Febru-
ary next

Lamb v
Barber
1751

Power 2

Miller

1752

Nathaniel Brewer of Ipswich in the County of Hampshire Plaintiff
vs Joseph Miller of Ludlow in the same County Defendant
Plaintiff's Plea of the Case for that Joseph at Ipswich on
the ninth day of October in the year of our Lord seventeen hundred
eighty two by his Note of hand for Value received promised & Mathe-
w to pay him the sum of Four pounds thirteen shillings and
nine pence lawful Silver Money according to Demand without
cost for the same till paid. Yet said Joseph the aforesaid hath
never paid the same but neglects it to the Damage of Plaintiff
Ten pounds. Where Case was commenced before John Phipps
Esq Justice of the Peace and for County of Hampshire & now
brought up to this Court as the Statute directs. The Plaintiff appears
by Henry Merick Gent^l his Att^y and the Defendant the three times pub-
licly called to come into Court makes Default of appearance
here whereupon it is considered by the Court that Plaintiff
do recover against Defendant Six pounds five shillings & ten
pence of lawful Money Damages & Costs of Court taxed at £2.3.6
& thereof

Exempli Sept. 4. 1788

Thompson

Andrew

1753

Henry Thompson of Palmer in the County of Hampshire Plaintiff
vs Timothy Andrews of Ware in the same County Defendant
Plaintiff's Plea of the Case for that Timothy at Palmer on the 16th
day of November seventeen hundred eighty seven by his Note for
Value received promised Plaintiff to pay him or Order Five pounds
lawful Money in three months from the Date to be paid in ready
Cattle at Cash price and at the disposal of said Plaintiff then with
Interest till paid & Henry saith he was always ready to receive the
same in Cattle & hath often requested Timothy to pay the Contents
of said Note accordingly. Yet Timothy hath never paid the same
but neglects it to the Damage of Plaintiff Eight pounds
This Case was commenced before William Scott Esq Justice of the Peace
in and for County of Hampshire & is now brought up to this Court
as the Statute requires. The Plaintiff appears by Henry Merick Gent^l
his Att^y and the Defendant the three times publicly called to come into
Court makes Default of appearance here whereupon it is con-
sidered by the Court that Plaintiff do recover against Defendant
Five pounds four shillings & six pence of lawful Money Damages
and Costs of which taxed at £2.9.4 & thereof Exempli Sept. 4. 1788

Wallis

Lydia

1754

Jonathan Wallis of Holland in the County of Hampshire Plaintiff
vs Lydia Shing of Bournemouth in the same County Defendant
Plaintiff's Plea of the Case for that Lydia at Palmer on the ninth day of May
seventeen hundred eighty seven by her Note for Value received promised
Plaintiff to pay him eight pounds two shillings lawful Silver Money on
Demand with Interest till paid. Yet Lydia the aforesaid hath never
fulfilled her promise but unjustly neglects it to the Damage of
Plaintiff Ten pounds. This Case was commenced before William Scott Esq
Justice of the Peace in and for County of Hampshire & now brought up to this Court
as the Statute provides. The Plaintiff appears by Henry Merick Gent^l
his Att^y and the Defendant the three times publicly called to come into Court
makes Default of appearance here. Whereupon it is considered by the
Court that Plaintiff do recover against Defendant Eight pounds and
ten shillings of lawful Money Damages & Costs of which taxed at £2.14.0
& thereof

Daniel Coon of Rowe in the County of Hampshire Plaintiff vs.
Johnson Patrick of Ware in the same County Defendant in a Plea
of the Case as it at large set forth in the Writ on File in this Case was
commenced before John Williams Esq. Justice of the Peace in and for said
County & now brought up to this Court as the Statute directs. The Plaintiff
appears by Johnman Gent. his Att. and prays Leave to discontinue
his action and it is granted him

261-
Coon.
Patrick
N^o 55-

David Dickinson Esq. Caleb Ashley Pluriman & Tazah Ashley Wives
all of Deerfield in the County of Hampshire Plaintiffs vs. John
Ashley late of the same Deerfield Esq. deceased & in & Capacity of
vs. John Anderson of the same Deerfield Weaver Defendant in a Plea
of Ejectment wherein the said Plffs demand Possession of a certain
Tract of Land lying in Greenfield in said County together with the
Buildings thereon being south of the Farm on which Jonathan
Ashley aforesaid formerly lived viz all that part of said Farm
which lies North of the County Road leading from Deerfield to Bel
burne in said County the said Farm butted & bounded as
follows, beginning at a Pile of Stones at the North East Corner
thereof thence running South fifteen degrees West thirty one
Chains & twenty four Links to the County Road thence West
fifteen degrees & thirty minutes South one Chain & twenty eight
Links, thence West thirty two degrees North thirteen Chains thence
West ten degrees North three Chains & fifty Links, thence North one
degree East twelve Chains & seventy five Links, thence North
twenty degrees West five Chains & sixty five Links & thence East
one degree & thirty minutes North thirty three Chains & twenty six
Links to the pile of Stones begun at or however otherwise the
same is bounded to gether with the Privileges & Appurtenances
thereto belonging. It is that on the twenty third day of October
in the Year of our Lord seventeen hundred & eighty two the said
Body of the Belburne in said County being seized of the said
demanded Premises in Fee by his Deed of Bargain & Sale of
that Date duly acknowledged & Registered & in Court to be pro-
duced for a Valuable Consideration therein expressed conveyed
the same to the said Jonathan then in full Life to hold to him
his Heirs & Assigns forever And so the Plffs Administrators as
aforesaid, are intitled to & ought to be in quiet Possession of the
said demanded Premises that they may administer the same
according to Law but John Anderson hath unjustly entered
and holds the Plffs out to the great Delay & Annoyance of the
Execution of their Trust & prejudice & to their Damage in their
Capacity One hundred & sixty pounds. The Plffs appear by
William Johnman Gent. their Att. and the Def. by Caleb Strong
Esq. his Att. comes & defends the Force & Injury whereof & for
the sayth he is not guilty of the Wrong & Disturbance in Man-
ner and Form as the Plffs have alleged against him and
thereof puts himself on the Country. And the Plffs refusing
Liberty to themselves to waive their Plea & the Trial of the Capital
say that by any thing by the aforesaid John in. Maxwell & Forster
aforesaid pleaded & ought not to be precluded from having and
maintaining their Action aforesaid against him because they
say that the Plea aforesaid contains not in itself sufficient Mat-
ter in Law to preclude him from his said Action against the said
John to which said Plea the Plffs are not bound by the Law of the

Land in any way to answer and thus they are ready to verify, wherefore for Want of a sufficient Plea in that behalf they pray Judgment.
And the said John agreeing to said Reservation saith that his Plea aforesaid and the Matter therein contained is sufficient in Law to exclude the Plea from their Action wherefore for Want of a sufficient Plea he prays Judgment &c

Whereupon all singular the Premises being seen and by the Court fully understood, forasmuch as it appears to the Court that the Plea aforesaid of the said John by him above pleaded & the Matter therein contained are a full & sufficient answer to the Plea's Declaration, and that the said David Elder & Firzaks ought not to have & maintain their Action but that for their Groundless Claim they be in Mercy and therefore it is considered by the Court that said John do recover against the said Plea his Costs taxed at

Whereupon the said Plea by Simon Strong Esq^r their Att^r appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next and hereinafter with Sureties as the Law directs for their prosecuting their Appeal with Effect as by said Recognizance on File doth appear

Mather Esq^r
Sanbrett
No 57

Samuel Mather of Westfield in the County of Hampshire Esq^r Plea is Moses Stanish of the same Westfield German Dist^r in a Plea of Ejectment wherein he demands against the said Moses the Possession of two acres & one quarter of an acre of land lying in said Westfield with the Appurtenances and is bounded southerly on the high way Westerly on Land belonging to the Heirs of Stephen Fowler or John Fowler, Northerly on the High way & Easterly on Luther Fowler's Land and saith that the said Moses being lawfully seized & possessed of the demanded Premises with the Appurtenances in his Demise as of Fee by his Deed duly executed at Westfield on the third day of May in the Year of our Lord seventeen hundred & eighty five acknowledged registered & in Court to be produced for good & valuable consideration therein mentioned to wit for the sum of thirty pounds bargained sold & conveyed the said demanded Premises with the Appurtenances to the said Samuel to hold to him and his Heirs and assigns forever in Fee Simple by Force of which Deed the said Samuel thereupon became instantly seized of the demanded Premises & Appurtenances in his Demise as of Fee taking the Profits to the Value of Forty shillings by the Year & ought to have remained in the Seigniorial Possession of the said demanded Premises but the said Moses hath since that Time entered into the Possession of the said demanded Premises without any Right so to do and hath dispossessed the said Samuel thereof & unjustly depossessed & holdeth him out of the same to the Damage of the said Samuel Forty pounds. The Parties appear and the Plea by Samuel Mather Jun^r Esq^r his Att^r moves that this Case may be continued to the next Term & and it is considered by the Court that they have Day here in Court untill the Second Tuesday of February next

262
Roland Parks of Westfield in the County of Hampshire Gent^l vs
John Phelps of the same Westfield Gent^l Defts in a Plea of Tres- Parks
pass on the Case for that s^d John at s^d Westfield on the thirtieth day Phelps
of March in the Year of our Lord Seventeen hundred eighty four
was indebted to the said Roland in Fourteen hundred and
eighty four pounds Fourteen shillings & ten pence lawful Mo
ney for the like sum of Money of the said Roland & for his Use
by the said John before that Time had received & being so
indebted the s^d John in consideration thereof afterwards to
with the same Day & Year aforesaid at Westfield aforesaid took
upon himself & to the said Roland partly fully promised
that by the said John would well & faithfully pay & satisfy
the aforesaid sum to the s^d Roland when he should be thereto
requested Yet s^d John the other requested hath not paid said
sum to s^d Roland or any part of it but neglects it to the
Damage of s^d Roland Two thousand pounds

The Parties severally appear and agree to refer this Case to
the Determination of Oliver Phelps William Ingham & Messrs
Philip Eggs the Award of them or either two of them to be final to
be returned into this Court Judgment to be made up & Execution
sped accordingly; and it is considered by the Court that the
Agreement aforesaid of the said Parties be the Rule of this
Court in this Case - and that the s^d Parties have Day here in
Court untill the second Tuesday of February next

Thaddens Pomroy of Northampton in the County of Hampshire. Pomroy
Gent^l vs. Eber Cagelstone Yeoman & Gad Sackett Yeoman both Cagelstone & al
of Westfield in the same County Defts in a Plea of Trespass where
on the said Thaddens complains that said Eber & Gad at Westfield
held in said County on the eighteenth day of January in the Year
of our Lord Seventeen hundred & eighty seven with Force & Arms on
him the said Thaddens did make an Assault & beat him the s^d Thaddens
did then & there beat wound & imprison & for a long Time to
with for the Space of two Hours without any lawful Cause for so
doing and against the Will of the said Thaddens did detain
and then & there with like Force & Arms violently stabbed the
s^d Thaddens with a Rapier & in upon his right Thigh & thereby
greatly endangered the Life of the said Thaddens & other Outwa
ges & Committed on him then & there committed contrary to Law
and against the Peace to the Damage of said Thaddens Thirty
pounds

This Case was commenced before Samuel Mather Esq^r
Justice of the Peace and for the County of Hampshire & now brought
to this Court as the Statute in such Cases provided directs

The Plf appears by Samuel Mather Esq^r his Att^y and the Defts
the three Times publicly called to come into Court make Default
of Appearance here - Whereupon it is considered by the Court
that the said Thaddens do recover against said Eber & Gad
Thirty pounds of lawful Money Damages & Costs of Suit taxed
at £ 2 through

Lee

John Lee Jun^r of Westfield in the County of Hampshire Yeoman. Lee
vs Stephen Dewey of the same Westfield Yeoman Defts in a
Plea of Trespass on the Case for that said Stephen on the twenty
fourth day of November in the Year of our Lord Seventeen hund
red & eighty four was indebted to said John in Eleven shillings
and two pence lawful Money for divers Goods by him the said
John to the said Stephen at his special Instance & Request before

that Time sold & delivered, and said Stephen being so indebted
afterwards to work on the same Day & Year last above said at West-
field & for said in Consideration thereof under took & to the said
John faithfully promised that he said Stephen would well and
truly pay & satisfy to said John the aforesaid sum of eleven shil-
lings & two pence with the Interest when he should be afterwards thereto
requested - Altho that s^d Stephen afterwards to work on the same
Day & Year last above said at Westfield & for said was indebted
to s^d John Eight pounds fifteen shillings lawful Money for the
advance of Money of the said John & for his Use by the said Stephen
before that Time had received & being so indebted the said Ste-
phen in Consideration thereof afterwards on the same Day & Year
last aforesaid took upon himself & procured he would pay
s^d John of Eight pounds & fifteen shillings with Interest to s^d
John when he should be thereto required - Yet s^d Stephen tho'
often requested has never paid either the aforesaid sum but
neglects it to the Damage of said John Eight pounds -

What Case was commenced before Samuel Mather Esq^r Justice of the
Peace in & for said County of Hampshire & now brought to this
Court as the Statute in such Case provided, directs -

The Plea appears by Samuel Mather Esq^r his Att^y and the
Def^t the then Jurors publicly called to come into Court makes
Default of appearance there - Whereupon it is considered by
the Court that the said John do recover against s^d Stephen
Ten pounds fifteen shillings lawful Money Damages and
Costs of Suit taxed at £ 2. 3. 2 & thereof a Execⁿ of Jan^y 1789

David Fowler
vs
Ab. Fowler
No 61.

David Fowler Esq^r of Southwicks in the County of Hampshire
Gen^l Plea is Abner Fowler of the same Southwicks Yeoman Def^t
in a Plea of Debt for that said David by the Consideration
of our Justices of our Court of Common Pleas holden at
Northampton on the second Tuesday of February in the Year
of our Lord seventeen hundred & eighty six recovered Jud-
gment against the said Abner for the sum of Thirty five
pounds six shillings & two pence Damages & three pence
two shillings & five pence Costs of Suit as by the Record
thereof in our s^d Court remaining fully appears which
Judgment remains in full Force not reversed or annul-
led & satisfied in part to wit for the sum of Thirty
pounds six shillings & seven pence, altho our Writ of Ex-
cution hath issued thereupon which is returned into
our s^d Court satisfied in part only to wit for the sum
of Fourteen pounds two shillings whereby an Action hath
accrued to the Plea to demand & recover of the said
Abner the said sum of Thirty pounds six shillings & seven
pence & the Interest with two shillings more for the Writ
of Execution aforesaid Yet s^d Abner tho' often requested
hath not paid the same but neglects it to the Damage of
said David Fifty pounds - This Case was commenced

before Samuel Mather Esq Justice of the Peace in
and for said County of Hampshire & now brot up to
this Court as the Statute directs. The Plea
made by Samuel Mather Esq his Att^y and the
Def^t the three Things publicly called to come into Court
makes Default of Appearance here wherefore it
is considered by the Court that said David do re-
cover against said John Thirty five pounds & three
shillings Debt & Costs of Suit taxed at £26.00 &
thereof &c

Given up^d Oct. 13. 1788.

Medad Fowler of Westfield in the County of Hampshire Fowler
Gideon Pl^t vs. Ephraim Chapin Esq^r Gent^l & John White
Husbandmen both of Sudbury in s^d County Def^t in a Plea Chapin & al
of Trespas whereon s^d Medad complains that s^d Ephraim
and John at West Springfield in said County on the
twenty second day of January in the Year of our Lord
Seventeen hundred & eighty seven with Force & Arms & with
Swords Guns & Bayonets made an Assault upon
him the said Medad & beat him & there beat
wound stab in prison & ill treat so that his Life was
greatly endangered by means of which & moreover &
stabbing as aforesaid the said Medad was for a long
while confined & kept from his lawful & necessary Bu-
siness and was put to great pain & Expence in curing
and healing his Wounds, as well for Surgeon as for
nursery & Attendants lodging boarding & nursing during
his said Illness and other Outlays & Expences & the
said Medad the said Ephraim & John then & there
did contrary to Law against the Peace & to the Damage
of said Medad One Hundred pounds. This Case was
commenced before Samuel Mather Esq Justice of the
Peace in & for the said County and is now brot up
to this Court as the Statute in such Case directs.

The Plea appears by Samuel Mather Esq^r his Att^y
and the Def^t by Simon Strong Esq^r their Att^y come and
defend &c and for Plea say they are not guilty in
Manner & Form as the Plea in his Declaration hath
alleged & thereof put themselves on the Country.
And the Plea beke wise. A Jury at this Time returned
unanimously & sworn as the Law directs to try the
Issue, declare upon their Oath that they find the said
Ephraim is not guilty, and that the said John is
guilty, and a just Damage for the Plea six pounds
& twelve shillings. Thereupon it is considered by the
Court that said Medad do recover against said John
Six pounds & twelve shillings Damages & Costs of Suit
taxed at £7.16.0. Whereupon the said Medad by
Samuel Mather Esq^r his Att^y appeals from the Judgment
of this Court to the Supreme Judicial Court to be holden at
Springfield in & for the County of Hampshire on the 4th
Tuesday of September next and to answer with Sureties
as the Law directs for s^d Medads presenting his Appeal.

Vassall
vs
Moseley &
1763.

John Vassall late of Boston in the County of Suffolk Esq^r Plaintiff
Hannah Moseley of Westfield in the County of Hampshire Executrix
of the last Will & Testament of John Moseley of the same Westfield
deceased & in said Capacity Def^t in a Plea that she tender to him
the said John Vassall the sum of Three hundred & thirty three pounds
six shillings & eight pence which she unjustly detains for this to wit
that whereas the said Deceased in his Life Time on the twenty first
Day of October in the year of our Lord seven hundred & seventy
four at Boston to wit at Westfield aforesaid by his certain
Writing obligatory sealed with the seal of the said Deceased in
Court to be produced the Date whereof is the same Day & Year
aforesaid acknowledged himself to be held & firmly bound
and obliged to the said John Vassall in the sum of Three hun-
dred & thirty three pounds six shillings & eight pence to be paid
unto the said John Vassall when he should be thereto requested
yet & John the Deceased the often requested in his Life Time
never paid said sum to the Pl^t nor any part thereof nor
hath the said Hannah in her said Capacity ever since the De-
cease of John Moseley paid the same but neglects it to the
Damage of said John Vassall Six hundred pounds

This Case was commenced before Samuel Mather Esq^r One of the
Justices of the Peace in & for said County & now brot up to the Court
agreeably to the Statute in such Case provided

The Pl^t appears by Samuel Mather Esq^r his Att^y and
the Def^t the three Times publicly called to come into Court makes
Default of Appearance here - Whereupon it is considered by the
Court that the said Vassall do recover against the said Hannah
in her said Capacity Three hundred & ten pounds three shillings &
ten pence of lawful Money Def^t & Cost of such taxed at L^d 10
and thereof &c
Exon^d Sep^r 15th 1788

Wolworth
vs
Palmer
No 64.
Defamation

Phineas Wolworth of Granville in the County of Hampshire Trade
Pl^t vs Timothy Palmer of Suffolk in the County of Hartford
& State of Connecticut Trader Def^t in a Plea of Turpason the Case
whereon the said Phineas has complained for that the P^r Plaintiff is a
good true honest & faithful Citizen of this Commonwealth & now
& for sever Years now back hath up & doth yet exercise the
Trade & Business of an Indigo Trader & as a faithful Buyer & Seller
in the same Business in bargaining buying & selling therein hath
always behaved himself and as a good true honest & faithful Citi-
zen from the Time of his Birth hitherto hath carried himself and
of a good Name & Reputation among very many of the Citizens
of this Commonwealth for all the Time aforesaid was had said held
& reputed to be and for many Years now back within this Common-
wealth with very many Citizens of the said Commonwealth the
Trade or Business of an Indigo Trader by Way of manhandling
selling & lawfully bargaining hath exercised & used & doth yet ex-
ercise & use & for all the said Time his Credit & Reputation
in all Transactions & Affairs relating to the said Trade as also true
just & honest Account at all Times without any Mark of Falsity
Dishonesty or Deceit hath kept and by that Means acquired & enjoyed
great Credit and the good Opinion of sundry Citizens of the said Com-
monwealth and hath likewise daily honestly gained & obtained support

In his Family, Nevertheless the said Timothy not ignorant of the
 Designs but maliciously & wickedly intending the same Name &
 Reputation of the said Phinches to draw in Question before a Justice
 & to draw him into Scandal & Infamy so that the Citizens of the
 Commonwealth should desist from bargaining negotiating or any
 way dealing with the said Phinches & should reputed esteem him
 a dishonest Man on the nineteenth Day of May last past at Gran-
 ville aforesaid in a Conversation then & there had with divers
 Persons of the aforesaid Phinches and of the Manner in which he
 conducted himself in carrying on the said Trade in the Prison
 and hearing of very many of the faithful Citizens of the said
 Commonwealth falsely maliciously openly & publicly said related
 uttered & with a loud Voice pronounced to & concerning him
 the said Phinches these false forged scandalous & defamatory
 English Words following, to wit You meaning the said Phinches
 keep a false Book - and whereas also the same Timothy after-
 wards to wit the day & Year aforesaid at Granville aforesaid out
 of his further Malice & Envy against him the said Phinches before
 had & conceived these other false forged scandalous & opprobrious
 Words following of the said Phinches & to the said Phinches in
 the Prison & hearing of several other Citizens of the said Common-
 wealth falsely & maliciously spoke related uttered published
 and with a loud Voice pronounced to wit, You meaning the said
 Phinches / are a Liar & whereas also the same Timothy afterwards
 to wit, the same Day & Year aforesaid at Granville aforesaid out of
 his further Malice & Envy against him the said Phinches before
 had & conceived, these other false forged scandalous & opprobrious
 Words following of the said Phinches & to the said Phinches in
 the Prison & hearing of several other Citizens of the said Common-
 wealth falsely & maliciously spoke related uttered & published
 & with a loud Voice pronounced to wit You meaning the
 said Phinches / are a Thief, by the Reason of the speaking and
 publishing of which said false forged scandalous & opprobrious
 Words the said Phinches is not only greatly injured & prejudiced in
 his good Name Reputation & Credit & also is very much hurt &
 prejudiced in transacting his Business with those Persons with
 whom he used formerly to trade in buying selling & lawfully
 merchandizing and on that Account several Citizens of the said
 Commonwealth have absolutely refused & do refuse to trade or have
 any Dealings with the said Phinches all which is to the Damage
 of said Phinches Two hundred pounds - which Case was commen-
 ced before Samuel Nathan Esq. Just. Pac. in & for the said County
 and now brot up to this Court as the Statute in such Case directs
 The said Parties severally appeared & agree that this Case be continu-
 ed to the next Term and it is considered by the Court that
 they have Day here in Court untill the second Tuesday of
 February next

John Abwater of Westfield in the County of Hampshire March²
 17th is Ezra Clap of the same Westfield Sheriff for Debt in a
 Plea of Trespas on the Case for that Ezra aforesaid Westfield on the
 seventh day of September in the Year of our Lord seventeen hundred
 & eighty two by his Note for Value received promised John
 to pay him in Order Fifty one pounds two shillings & seven pence
 lawful Money in Silver or Gold Coin on Demand with Interest

Abwater
 v
 Clap
 No 65

untill paid - Yet said ~~John~~ the often requested hath never paid
the same but neglects it to the Damage of said John One hundred
pounds - This Case was commenced before Samuel Mather Esq
One of the Justices of the Peace in & for S^t County, and is now brot
up to this Court & the Statute provides

The Parties appear & agree to a Continuance of this Case - And it
is considered by the Court that they have Day here in Court untill
the Second Tuesday of February next

Fowler
vs
Houghsall
N^o 66.

Abner Fowler of Southwick in the County of Hampshire Gent^l vs
Elijah Houghsall Gent^l & David Fowler Esq^r & George Smith of Southwick
in S^t County & John Morgan Esq^r of Springfield in S^t County Jus-
tices of the Peace in & for S^t County for that the said Elijah David & John
of Southwick aforesaid on the thirtieth day of June last past with
Force & Arms broke & entered the Close of him the said Abner in
Southwick aforesaid called his Parson Yard & being so entered they the
Elijah David & John then & there with like Force & Arms took & drove
away one red Cow of the Value of five pounds one brown Cow of
the Value of three pounds eleven shillings One Yoke of Oxen of the
Value of ten pounds seven shillings & six pence one Yoke of others of
the Value of five pounds seven shillings & six pence one red
Heifer of the Value of two pounds seven shillings two Yearling Steers
of the Value of two pounds five shillings one Spring calf of the Value
of fifteen shillings & eight pence Four old Sheperd's Lamb of
the Value of thirty shillings all the Property of the said Abner & many
other Wrongs & Outrages then & there committed contrary to Law
against the Peace to the Damage of said Abner Two hundred pounds
Which Case was commenced before Samuel Mather Esq^r Jus-
tice of the Peace in & for S^t County, and now brot up to this Court as
the Statute in such Case provided directs - The Pl^{ff} appears
by Samuel Mather Esq^r & his Att^y and the Deft^s likewise come
into Court & move that this Case may be continued to the next Term
that they may have Time to plead specially - And it is considered
by the Court that the Parties have Day here in Court untill the
Second Tuesday of February next

Carter
vs
Jacks
N^o 67

William Carter of a Place called the Nine Partners in the State of New
York Trader Pl^{ff} vs Adnah Jacks of Westfield in the County of
Hampshire Gent^l Deft^r in & for S^t County for that the said William
at New Haven Ct^y at Westfield aforesaid on the fifteenth day of Jan-
uary in the Year of our Lord seventeen hundred & eighty seven by his
Note for Value rec^d promised said William to pay him One hundred
and twenty one pounds seven shillings & one penny lawful Money
on Demand with Interest till paid - Yet said Adnah the requested
hath never paid the same but neglects it to the Damage of said
William Two hundred pounds - This Case was commenced before
Samuel Mather Esq^r Justice of the Peace in & for said County & is now
brot up to this Court as the Statute directs - The Parties ap-
pear and agree to a Continuance of this Case - And it is con-
sidered by the Court that they have Day here in Court untill the
Second Tuesday of February next

Joseph Swaine of Greenfield in the County of Hampshire
 man Plff vs. Titus Vespasian of Westfield in the same County
 a Negro man a Husbandman Deft in a Plea of Trespass on the
 Case for that said Titus at Marlborough to wit at Westfield
 aforesaid on the five and tenth day of December in the Year of our
 Lord Seventeen hundred & eighty four by his Note for Value and
 promised said Joseph to pay him or Order Fifteen pounds
 fifteen shillings & three pence on Demand with Interest till paid
 yet said Titus the often requested has never paid the same
 but neglects it to the Damage of J^r Joseph Twenty pounds -

Swaine
 Vespasian
 N^o 68

This Case was commenced before Samuel Mather Esq^r Justice of
 the Peace in aforesaid County & now brot up to this Court as
 the Statute in such Case provided directs - The Plff appears
 by Samuel Mather Jun Esq^r his Att^y and the Deft the three times
 publicly called to come into Court makes Default & appears
 none there - Wherefore it is considered by the Court that said
 Joseph do recover against said Titus Nineteen pounds four shillings
 eight pence Damages & Costs of Suit taxed at £2.15.8 & thereupon

Abner Fowler of Southwick in the County of Hampshire Gent^l
 Plff vs David Fowler Jun of the same Southwick Gent^l Deft
 in a Plea of Trespass on the Case for that said David ab^r Southwick
 on the fifth day of November in the Year of our Lord Seventeen
 hundred & eighty six was indebted to the said Abner in Cash
 pounds lawful Money to ballance book accounts & being so indeb
 ted the said David then & there in Consideration thereof faith
 fully promised the said Abner to pay him the same Sum and
 the Interest on Demand - Also for that said David aforesaid South
 wick on the twentieth day of April in the Year of our Lord
 Seventeen hundred & eighty six was indebted to the said Abner in
 two pounds seventeen shillings of lawful Money for the like Sum
 of Money of the said Abner & to his Use by the said David before that
 Time had received & David being so indebted then & there in
 Consideration thereof promised the said Abner to pay him the same
 Sum & the Interest on Demand - yet said David the requested
 hath not paid the same to the Plff but neglects it to the Damage
 of J^r Abner Twenty pounds

Ab. Fowler
 David Fowler Jun
 N^o 69

This Case was commenced before Samuel Mather Esq^r Justice of
 the Peace in aforesaid County & now brot up to this Court as the
 Statute in such Case provided directs - The Plff appears
 by Samuel Mather Jun Esq^r his Att^y and the Deft comes & moves
 that this Case may be continued to the next Term and it is
 considered by the Court that they have Day here in Court until
 the second Tuesday of February next

Samuel Stock of Andover in the County of Essex Gent^l Plff
 Hannah a Niece of Westfield in the County of Hampshire Deft
 of the said Westfield & a Niece of J^r M^r Moxley late of Westfield
 demand and in said County Deft in a Plea of the Case for
 that whereas the said John & said Westfield on the first day of
 March in the Year of our Lord & Seventeen hundred & eighty four
 then living by his promissory Note in Writing under his hand & sealed

Stock
 Westfield
 Moxley
 N^o 70

Rate for Value received promised the said Samuel Abbott to pay him or Order Nine hundred & thirty seven pounds lawful Money on Demand with the lawful Interest for the same till paid Yet the said John the ofley requested while living never paid the same to the said Abbott nor hath the said Hannah Exum been as aforesaid ever paid the same since the Death of the said John, but neglects it to the Damage of said Samuel Two thousand pounds. This case was commenced before Samuel Mather Esq^r Justice of the Peace and for said County, and is now brot up to this Court in Accordance with as the Statute in such Case provided directs.

The Pl^t appears by Samuel Mather Esq^r his Att^y and the Def^t the three Times publicly called to come into Court makes Default of Appearance here.

Wherefore it is considered by the Court that said Samuel do recover against said Hannah in her said Capacity One thousand six hundred sixty nine pounds, ten shillings & three pence half penny of lawful Money Damages & Costs of Suit taxed at Four pounds seven shillings & three pence & three farthings. Ex^o Sep^r 5. 1788

Leavitt
vs
Pixley
No 71

Thaddus Leavitt of Westfield in the County of Hartford State of Connecticut Trader Pl^t vs Noah Pixley of Southampton in the County of Hampshire Defendant in a Plea of the Case for that Noah at Westfield on the tenth day of February fourteen hundred & eighty six by his Note for Value received promised Thaddus to pay him Seven pounds seven shillings and seven pence lawful Money when before the fifth day of June then next with Interest till paid Yet Noah the requested has never paid the same but neglects it to the Damage of Thaddus Ten pounds. This case was commenced before Isaac Mather Esq^r Justice of the Peace and now brot up to this Court as the Statute directs. The Pl^t appears by Samuel Mather Esq^r his Att^y and the Def^t the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that Thaddus do recover against said Noah Four pounds nine shillings lawful Money Damages & Costs of Suit taxed at £ 2 s 6 d & three farthings.

Pixley
vs
Pixley
No 72

Abigail Pixley of Westfield in the County of Hampshire Spinster Pl^t vs Noah Pixley of Southampton in the same County Cordwainer Def^t in and by of this Case for that Noah at Westfield on the second Day of June A.D. 1780 by his Note for Value received promised Abigail to pay her Twenty two pounds eight shillings & four pence with Interest Yet Noah the often requested hath never paid the same but neglects it to the Damage of Abigail Thirty pounds. This case was commenced before Samuel Mather Esq^r Justice of the Peace and now brot up to this Court agreeably to Law. The Pl^t appears by Samuel Mather Esq^r his Att^y and the Def^t the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that Abigail do recover against Noah Twenty two pounds six shillings & two pence Dam^s & Costs taxed at £ 2 s 6 d & three farthings. Ex^o Sep^r 17. 1788

To the Sheriff &c We command you that justly & without
Delay You cause to be replevied our yellow one brown one Yoke
of oxen one yoke of stiers one red stier one Yearling Heifer one Fowler
Spring calf four old Sheep & three Lambs belonging to Abner
Koster of Southwick in said County Gent^l who is detained &
in the Custody of Elijah Hough of Southwick in said County Gent^l Hough
and deliver the said cattle into the said Abner & summon the
said Elijah to appear before our Justices of our Court of Common
Pleas next to be holden at Northampton within & for our
said County on the Tenth Tuesday of August next then and
then to answer to said Abner in action of Replevin for that
said Elijah on the 24th day of April Instant at Southwick aforesaid
took the cattle aforesaid the Property of said Abner & drove them away
and the same cattle respectively detains against Pledges & sureties
to this Time to the Damage of said Abner Sixty pounds ~
The Petitioner appears by Samuel Mather Jun^r Esq^r his Att^y and the
Def^t likewise comes & moves for a Continuance that he may
have Time to plead specially ~ And it is considered by the
Court that the said Parties have Day here in Court until the
Second Tuesday of February next

John Perce of Gloucester in the County of Essex Parson of the Parish
of Warham Parks of Westfield in the County of Hampshire Esq^r Park
Def^t in action of Trespas on the Case for that said Warham be
fore the fifth day of December Anno Domⁱ 1782 had agreed with
the said John to sell to him a certain Farm or Tract of Land
in Southwick in said County of Hampshire & said John had agreed
with said Warham to pay him a large Sum of Money therefor
which Sum with the Interest therefor on the fifth day of Decem^r
ber amounted to two hundred & forty pounds then then said
John & five pence & whereas the said John had with the Com^{rs}
mit^{tee} of the said Warham before the said fifth day of December
entered upon the Farm aforesaid & on the same fifth day
of December dwelt on the same & whereas the same John on the
same fifth day of December at the special Instance & Request
of the said Warham presented to have the said Farm & that the
said Warham should sell & convey the same Farm to one Joseph
French for the Sum of two hundred & ninety pounds & the
same Joseph then & there sold & conveyed the same Farm to
the said Joseph for the same Sum & the said Joseph to coven^t
the payment of the same Sum to the said Warham then & there
made & gave to the said Warham his the said Joseph's Bond for the
payment thereof by the said Warham afterwards to wit on the
said fifth day of December at W^{est}field aforesaid in Court
in view of the Jurors and on consideration that the said Sum of Two
hundred & ninety pounds was forty nine pounds Ten Shillings & seven
pence more than he the said John was indebted to the said Warham
as aforesaid assessed on him self and to the said John then & there
forth fully promised that he the said Warham would indorse
the said Sum of Forty nine pounds Ten Shillings & seven pence
upon the said Joseph's Bond made as aforesaid in case the said
French paid to the said Perce the same Sum & the said Perce
should request him the said Warham to make the same payment
as aforesaid or otherwise that the said Warham would pay to the
said Perce the said Sum of Forty nine pounds Ten Shillings
and seven pence as soon as the said French should pay up his
said Bond to him the said Warham & would alledge & maintain

that he the said Warham would pay / to the said Perce
the Interest of the said Sum from the first day of April
then next, and the J^{ts} says that he never received the said
Sum of Forty nine pounds six shillings seven pence or any
part thereof of the said French or requested the said Warham
to pay the said Sum or any part thereof on the Bond aforesaid and the
J^{ts} further avers that the said French has long since paid up
his Bond to the said Warham made as aforesaid to the said Warham
yet the said Warham the often requested hath not paid to the
Pl^{ff} the said Sum of Forty nine pounds six shillings seven pence
or any way contented him thereto but unjustly neglects it to the
Damage of said John Eighty pounds

This Case was commenced before Ephraim Wright Esq^r
Justice of the Peace in & for the County of Hampshire
and is now brought up to this Court as the Statute de
rectis ~ The Parties severally appear and it is
considered by the Court that they have Day herein Court
until the second Tuesday of February next ~

Moseley Ex^r
Pet^r for Power
to convey Real Es-
tate to Loomis -
No 75

Humbly shews Hannah Moseley of Westfield in the County of Hamp-
shire sole Executrix of the last Will & Testament of John Moseley late
of said Westfield deceased That the said John in his Life Time Viz^d
on the fourth day of May Anno Domini 1780 gave his certain Writing
obligatory in Consideration of Eighty eight pounds two shillings & six pence ^{paid to said John} by
Jacob Loomis of said Westfield, his Heir, Executor or Administrator
within three years with Interest to give a good & lawful Deed of a certain
Tract of Land in said Westfield bounded as follows Beginning at
Robert Magard's NW Corner a Stake marked with Stones about 10
feet running South 36° W 64 rods to a Stake in the Albany Road
from thence on the Road N 53° W 16 rods thence N 78° W 4 rods thence
N 81° W 18 rods thence S 75° W 16 rods to Nehemiah Carter's SE Corner
to a Chestnut Tree marked from thence N 18° 30' E 33 rods to a White
Oak Carter's NE Corner to a Stake marked from thence S 77° 30' E
to the East End of the Whisker of Lots that bound on Plainfield Town
Line from thence North 18° 30' East 244 rods to a white pine Tree
marked with Stones about 10 feet from thence S 77° 30' E 59 rods 1/2
from thence S 18° 30' West to Robert Magard's Land from thence W
33 rods to the first Station ~ and prays she may have Liberty to
execute a good & lawful Deed to the said Jacob Loomis who hath
paid the Price of the Land as agreed by the said John &c ~

Whereupon it is considered by the Court that the said Hannah be &
she hereby is empowered to make & execute a good & sufficient
Deed of the Land described in the foregoing Petition to the said
Jacob Loomis agreeable to the Prayer in her said Petition ~

Moseley Ex^r
Pet^r for Power to
convey Real Estate
to James Bishop

Humbly shews Hannah Moseley Executrix of the last Will and
Testament of John Moseley late of Westfield in the County of
Hampshire dec^d. That John in his Life Time Viz^d on the fifth
day of May Anno Domini 1779 gave his certain Writing obligatory
in Consideration of Forty four pounds fourteen shillings & four pence being
paid to the said John his Heir, Executor or Administrator within three
years with Interest to give a good & lawful Deed of a certain Tract of
Land in said Westfield bounded as follows Beginning at Jonathan

Wainwright North E Corner at a stake marked a stone about 10 and
running one hundred & eighty rods to a stake marked a stone about
it, from thence South twenty degrees West Eighty rods to a Chestnut
marked with stones about it thence West one hundred & eighty rods
to a Chestnut marked with stones about it thence North twenty
degrees East to the first station to one James Campbell then of West
field aforesaid who since hath sold the same Writing obligatory to one
James Bishop of said Westfield who hath paid the purchase price
thereof & now prays that his wife's estate may have the said
aforesaid - The said Hannah therefore prays she may have liberty
to execute a Deed of the above described land to said Patience Bishop
& as in & by Court &c - Whereupon it is considered by the Court
that the said Hannah in her said capacity, be & hereby is in-
powered to make & execute to the said Patience Bishop a good &
sufficient Deed of the land described in her said Petition -

Daniel Diver of Blanford in the County of Hampshire of one (Diver
vs. Robert Montgomery of New York in the County and
State of New York) Plaintiff in action of Covenant broken
for that whereas the said Blanford on the twentieth day of February
last past in and by a certain Deed Poll of him the said Robert
signed & sealed with the seal of the said Robert well executed & in Court
to be produced it is witnessed among other things that the said Robert
in consideration of four hundred & twenty ^{pounds} of our current money
to him in ^{hand} paid by said Daniel by said Deed bargained granted & sold
the following Tract of Land among others lying & being in the Town
Ship of Blanford butted & bounded as follows beginning at the South
West Corner by a stake with stones to run thence North twenty degrees
West one hundred & eighty four rods to a Hemlock Tree blown down
with stones to the roots & is on the West Line of Lot Number Twenty
eight, thence running on West Line to a Birch Tree fifty four rods
thence running East twenty degree North thirty two rods to a Birch
stake & stones thence South twenty degrees West thirty rods to the first
mentioned Bounds to beve to the said Daniel his Heirs & Assigns
forever - and it is further witnessed thereby that he said Robert
did covenant that he was seized of the Premises as a good indefe-
nable Estate in fee simple & had good Right to bargain & sell the
same as aforesaid & that the said lands were free of all Incumbrances
whatsoever; and did bind himself & his Heirs forever
to warrant & defend the above granted & bargained Premises
to him the said Daniel his Heirs & Assigns against all Claims &
Demands of any Person whatsoever - and said Daniel in such
says that the said Robert was not at the Time of making the same
Deed never after seized of the same Premises as of a good & indefe-
nable Estate in fee simple in Manner & Form as is above written
neither had the said Robert then never after good Right to bargain
& sell the same Premises neither were they free of all Incumbrances
as, neither hath he the said Robert warranted & defended the same
Premises to him against the Claims & Demands of all Person
whatsoever according to his Covenants aforesaid, but after the
making & signing the same Deed by said Robert & before the same was
duly registered & recorded in the Registry of Deeds for said County
of Hampshire, and before a reasonable & sufficient Time had
elapsed after the Execution thereof for the recording & registering
the same to wit on the eighth day of March last past at Eleven of
the clock in the forenoon of the said Day the same lands were attached
at the Suit of Oliver Phelps Esq^r against the said Robert as the

Diver
vs
Montgomery
Feb 21/72

Property of the said Robert, upon which said Judgment was recovered
a Execution duly issued & served & extended upon part of the
above described Lands and a large Parcel thereof to wit ten Acres of
the Value of Fifty pounds was taken by Virtue of said Execution
to satisfy the Judgment aforesaid & said Execution of P Oliver Phelps
against the said Robert & heirs & Oppressors thereof duly given to P
Oliver & P Oliver therein hath entered & claimeth to hold the same Land
by Virtue thereof & holdeth the said Parcel out of the same Land
so that he cannot lawfully enter & enjoy the same by means of all
which the said Robert his Covenant aforesaid hath broken & to the
Damage of said Daniel Eighty pounds

This appears by Caleb Strong Esq his Att^y and the Deft by Sam^l
Hunkley Esq^r his Att^y comes & defends &c and for Phe says he has
never broken his Covenant in Mannure Forin as the P Daniel in
his said Declaration hath alleged & thereof puts himself on the
Country & And the P^l hath sworn &c A Jury being returned
inpaneled & sworn as the Law requires to try the Issue & deliver
upon their Oaths that they find the Deft hath broken his Covenant
as set forth in the Declaration & a just Damages for the P^l at
Forty three pounds - Whereupon it is considered by the Court
that said Daniel do recover against said Robert Forty three pounds
offlawful money Damages & Costs of such taxed at L 19. 4
Expenses P^l Oct^r 13. 1788
& thereof &c

Porter & al Compt^r Annibly shew Charles & William Porter that a Court before
Charles Porter Esq^r one of the Justices of the Peace for P County on
Monday the tenth day of March last past they recover Judgment
against John Nash for the Sum of two pounds sixteen shil
lings & seven pence Damages & nine shillings & seven pence Cost
of such from which Judgment he appealed to this Court & reuoc
ed to prosecute his said Appeal but has failed to do so
they therefore pray Affirmation of the former Judgment with
additional Damages & Costs - Whereupon it is considered by
the Court that said Charles & William do recover against P
Nash Two pounds eighteen shillings & two pence Damages &
Costs of such taxed at L 19. 4 & thereof &c 8th of Sept 10. 1788

Shing
Mebbins & al
M 80
William Shing of Wilbraham in the County of Hampshire P^l
vs Moses Mebbins & Calvin Mebbins both of the same Wilbraham
Defts - This Case being agreed by Agreement of the P^r Parties entered
into before John Blif Esq^r Just P^r & the Award agreed upon by
the Referees now returned into Court being continued to the next
Term by Agreement of the P^r Parties is not recorded here.

Flowers
Tower & al
N 81
Samuel Flowers of West Springfield in the County of Hampshire
Esq^r P^l vs Silas Tower Gent^l & Noble Tower Yeoman both of
Southwick in the same County Defts in a Plea of the Case for that
said Silas & Noble on the 29th Day of June in the Year of our Lord
1785 at P Southwick by their Receipt in Writing & by their subser
bed acknowledged to have received of the said Samuel Flowers Deputy
Sheriff under Charles Porter Esq^r Sheriff of the same County One
brown Horse - One Yoke of large Oxen & five Cows all which Porter

seen & Court they the said Sales & Libor in the same Receipts partly
fully promised to deliver to the said Samuel when they should be by
him demanded Yet said Sales & Noble nor either of them have
ever delivered said Hops Oxen Cows nor any of them to the
Deft the Wh both of them demanded them with neglect to do
Damage of said Samuel Twenty pounds — This Case
was commenced before Edward Walker Esq. one of the Jus
tices of the Peace in & for said County & is now brot up to the
Court as the Statute in such Case provided directs —

The S^r Partis appear & agree to a Continuance of this Case to
the next Term — And it is considered by the Court that
they have Day here in Court until the second Tuesday of
February next

Humbly shews Simon Strong of Hampshire Esq. that he recover
Judgment against Sarah Clap up a Court holden before Mr
Jas Bliff Esq. one of the Justices of the Peace for the County of Hamp
shire on the 25th day of April last for the sum of Twelve shillings
and 6 pence of such taxed at £ 0. 8. 8 proce which Judgment
said Sara appealed to this Court and recognised to prosecute his
Appeal with Effect but has failed so to do; and therefore prays
Affirmation of said Judgment with additional Damages
Costs — Whereupon it is considered by the Court that the S^r Simon
do recover against said Sara Twelve shillings & three pence of
lawful money Damages & Costs of such taxed at One pound
seven shillings & two pence & thereof do — Ex^{pt} Sept^r 1788

Strong Esq
Clap
No 82

Humbly shews Simon Strong of Hampshire Esq. that he recover
Judgment against Solomon Lee up a Court holden before Mr
Jas Bliff Esq. one of the Justices of the Peace for said
County on the 25th day of April last for the sum of Twelve shillings
and 6 pence of such taxed at 10/6 proce which Judgment
said Solomon appealed to this Court and recognised to prosecute his
Appeal with Effect but has failed so to do; and therefore prays
Affirmation of said Judgment with additional Damages & Costs

Strong Esq
Lee
No 83

Whereupon it is considered by the Court that said Simon do recover
against said Solomon Twelve shillings & three pence of lawful money
Damages & Costs of such taxed at £ 1. 0. 0 & thereof do —
Ex^{pt} Sept^r 1788

Benjamin Theodor of Courtenay in the County of Hampshire Esq.
vs Thomas Cox of the same County Yeoman Defendant in a Plea of
Refuse Enter d into by them to give annual value of —

Theodor
Cox
1784

An Award in this case is now returned into Court as follows
We the Subscribers do award & order that Thomas Cox pay to said
Benjamin Theodor Eight pounds three shillings & six pence Damages
& the Cost of Refuse taxed at £ 2. 10. 0 — Jan^r Taylor Esq. hold
Court Attest Refuse — Whereupon it is considered by the Court
that S^r Benjamin do recover against said Thomas Eight pounds three
shillings & six pence of lawful money Damages & Costs of such
Refuse taxed at £ 2. 10. 0 & thereof do — Ex^{pt} Sept^r 1788

Humbly shews David Butler that he recover Judgment before John Bliff Esq. one
of the Justices of the Peace in & for said County on the 25th day of February 1788
he recovered Judgment against Abraham Woolter for three pounds 10/4
Damages & Costs of such proce which Judgment he appealed to this Court
& recognised to prosecute the same but failed so to do; and therefore prays
Affirmation of said Judgment with additional Damages & Costs — It is considered
by the Court that said David do recover against said Abraham three pounds
& four shillings & four pence of lawful money Damages & Costs of such
proce which Judgment he appealed to this Court & recognised to prosecute the same
but failed so to do; and therefore prays Affirmation of said Judgment with additional
Damages & Costs — It is considered by the Court that said David do recover
against said Abraham three pounds & four shillings & four pence of lawful money
Damages & Costs of such proce which Judgment he appealed to this Court & recognised
to prosecute the same but failed so to do; and therefore prays Affirmation of said
Judgment with additional Damages & Costs — Ex^{pt} Sept^r 1788

Butler
Woolter
1788

Crafts
Locke
No 86

Sims Crafts of Whately in the County of Hampshire, Plaintiff in Error Locke
of Berpulp in the same County Defendant in a Rule of Reference by
them entered into before John Williams Esq. — her Award in this Case
is now brought into Court as follows: — We the Subscribers find the said
John Locke indebted to the said John Crafts in the Sum of Eighteen
pounds thirteen shillings & eleven pence three farthings, & the Cost of the
Reference being three pounds one shilling & sixpence in Cash. All which
said The Subscribers Refer — Whereupon it is considered by the
Court that said Crafts do recover against said Locke Sixteen pounds
thirteen shillings & eleven pence three farthings Damages & Costs of Suit
& Reference taxed at £3. 11. 2 & three of 2 — Dated 2^d Sep. 8. 1788

Mayo
Ward
No 87

Buy & Mayo of Orange in the County of Hampshire Plaintiff in Error
Ward of the same Orange Defendant in a Rule of Reference by
them for that Ward & said Mayo on the first day of March A.D.
1788 was justly indebted to said Mayo in the Sum of Two pounds
Six Shillings for some money by the said Ward & his special Instance
and Request before that Time had served of the said Mayo to the
said Mayo, now then & there in Consideration thereof promised the
said Mayo to pay him the same Sum on Demand Yet said
Ward the often requested hath not paid the same to the said
Mayo of said Mayo Four pounds — The Parties appeared
agree to a Continuance of this Case to the next Term and it is
considered by the Court that they have Day here in Court until
the second Tuesday of February next

Stoughton
Fowler
No 88

Stoughton & Fowler & Fowler that he was duly served
with the annexed Process to appear to answer to Silas
Fowler & Noble Fowler in a Plea of Replication and the
said Silas & Noble have failed to enter & prosecute this
said Suit against him; and therefore pray he may
be allowed his reasonable Costs &c. — Whereupon it is
considered by the Court that said Silas do recover against
said Silas & Noble his Costs taxed at One pound five
shillings & nine pence & three of 2

Commonwealth
Sackett
No 89

To the Sheriff &c. Whereas William Sackett of Westfield in
our County of Hampshire is a Cardman, an an Count of
General Signory of the Peace holder at Springfield within &
for our County of Hampshire on the fourth Tuesday of Feb:
ruary last past personally appeared & acknowledged himself
indebted to Us in the Sum of Twenty pounds lawful money
to be levied of his Goods & Chattels Lands or Tenements &
in Want thereof of his Body to our Use if Default should
be made in the performance of the underwritten Condition
now to wot that if to-morrow he of Westfield a person
should personally appear from Day to Day during the Con-
tinuance of that Term to answer to a presentment found
against him by the Grand Jury & abide the Order of the Court
& not depart without Licence then the above Recognizance
to be void & of no Effect otherwise to abide in full Force
Power & Virtue & bind as heretofore our Court of General
Signory of the Peace holder at Springfield a person on the
said fourth Tuesday of February last past on a Day in
the same Term subsequent to the Recognizance entered into

by the s^d William as a forsaide for the appearance of the s^d Solomon the said Solomon being three times solemnly called to come into Court then & there did not appear but made Default thereof & did not answer to a Presentment against him & abide the Order of said Court but departed from the same Court without Licence as by the Record & proceedings thereof in Court to be produced manifestly appears & by the Default a forsaide the said Sum is forfeited to us & hath not been paid but still remains due & to be levied in manner a forsaide for our use And we being willing to have the Sum so due speedily paid to us & satisfied as Justice requires, Command you that you make known to the s^d William that he appear before our Justices of our Court of Common Pleas to be holden at Northampton within & for our said County of Hampshire on the last Tuesday of August next to shew cause if any he has why we ought not to have our Execution against him the s^d William for the s^d Sum of Twenty pounds forfeited to us as a forsaide & Costs of Suit &c. and now at this Time called on. Dated at the s^d Respub. Court here into Court to prosecute this Suit on behalf of the Commonwealth. and the said William the three times publicly called to come into Court makes Default of Appearance here Whereupon it is considered by the Court that Execution do issue against the said William for recovery the a forsaide Sum of Twenty pounds to our use &c. Done at Sep^r 29. 1788.

To the Sheriff &c. Whereas Ezra Clap of Westfield in Commonwealth of our County of Hampshire Yeoman at our Court of General Sessions of the Peace holden at Northampton in said County of Hampshire on the last Tuesday of August in the Year of our Lord 1787 personally appeared & acknowledged himself indebted to us in the Sum of twenty pounds lawfull Money to be levied of his Goods & Chattels, Lands or Tenements & in default thereof of his Body to our use in Default should be made in performance of the condition hereafter mentioned, to wit that if the said Ezra Clap should personally appear before our Justices of our Court of General Sessions of the Peace then next to be holden at Springfield within and for said County of Hampshire on the second Tuesday of February then next then & there to answer to such Matters & Things as should be objected against him in behalf of the Commonwealth & particulars to a Presentment found against him by the Grand Jurors for the Body of the said County and should abide the Order of the said Court & not depart without Licence then the s^d recognizance was to be void otherwise to remain in full force & virtue &c. And whereas at our s^d Court of General Sessions of the Peace holden at Springfield a forsaide within & for said County of Hampshire on the second Tuesday of February last the said Ezra being three times solemnly called to come into Court then & there did not appear but made Default thereof & did not abide the Order of said Court and departed from the same Court without Licence as by the Record & proceedings of our s^d Court of General Sessions of the Peace in Court to be produced manifestly appears and by the Default a forsaide the said Sum of twenty pounds is forfeited to us and hath not been paid but still remains due

and to be loved in Manner aforesaid for ourselves and We being
willing to have the Sum so due speedily paid to Us & satisfied as
Justice requires command You that You make known to the said
Cora that he appear before our Justices of our Court of Common Pleas
to be holden at Northampton within & for our said County of Hamp-
shire on the last Tuesday of August next to shew Cause if any
he has why we ought not to have our Excon against him the
Cora for a Sum of twenty pounds forfeited to Us as aforesaid
& Costs of Suit &c. And now at this Time Caleb Strong Esq^r
Att^r pro Respub. comes into Court to prosecute this Suit
on behalf of the Commonwealth & the said Cora the three
Times publicly called to come into Court makes Default of
Appearance here. Wherefore it is considered by the Court
that Excon do issue against the said Cora for paying the
said Sum of Twenty pounds & the Costs of Suit Taxed at
£1.2.10 Excon. 17th Sep. 1788

Commonwealth
Jacob Noble
No 91

To the Sheriff &c. Whereas Jacob Noble of Westfield in the County of
Hampshire Husbandman before our Justices of our Court of General
Sessions of the Peace holden at Springfield within & for our said Coun-
ty of Hampshire on the second Tuesday of February last personally ap-
peared and acknowledged himself indebted to Us in the Sum of
Twenty pounds lawful Money to be paid of the Goods or Chattels
Lands or Tenements &c. in Want thereof of his Body to our Use &c.
Default should be made in the performance of the Condition
hereafter mentioned to wit that if Jacob Noble Esq^r of Westfield
aforesaid Yeoman should personally appear before our Justices of
our said Court from Day to Day during the Continuance of the
then Term to answer to such Matters & Things as should be objected
against him & particularly to a Subpoena as aforesaid & abide
the Order of said Court and not depart without Licence then the said
Subpoena to be void otherwise to remain in full Force & Valid
whereas afterwards at our said Court of General Sessions of the
Peace holden at said Springfield on the second Tuesday of Febru-
ary last the said Jacob Noble Esq^r being three Times solemnly called
to come into Court then & there did not appear but made Default
thereof & did not abide the Order of Court & departed from the
said Court without Licence as by an authenticated Copy of the Record
& Proceedings thereof in Court to be produced manifestly appears
& by the Default aforesaid the said Sum as forfeited to Us & hath
not been paid but still remains due & to be loved in Manner
aforesaid for our Use &c. and We being willing to have the Sum so due
speedily paid to Us & satisfied as Justice requires command You that
You make known to the said Jacob Noble first named that he ap-
pear before our Justices of our Court of Common Pleas next to be
holden at Northampton within & for our said County of Hamp-
shire on the last Tuesday of August next to shew Cause if any he
has why we ought not to have our Excon against the said Jacob
Noble for the said Sum of twenty pounds forfeited to Us as
aforesaid & Costs of Suit &c. Caleb Strong Esq^r Att^r pro Respub.
now appears to prosecute this on behalf of the Commonwealth
and the said Jacob the three Times publicly called to come into
Court makes Default thereof. Wherefore it is considered by the Court
that Excon do issue against the said Jacob for paying the said Sum of Twenty
pounds & Costs of Suit Taxed at £1.2.10 Excon. 17th Sep. 1788

Abel Tillotson of Granville in the County of Hampshire Pet'r
Eldred Holcomb of the same Granville Def't - A Rule of the Court
on of all Demands between the Parties & an Award thereon being
now bro't into Court - The Plff being three times called to come
into Court is Nonsumit the Def't default & the Case is dismissed
270
Tillotson
Holcomb
No 92.

John Graves of Westfield in the County of Hampshire Pet'r
Humbly shews that at a Justice Court holden before Samuel Ma.
the Esq on the fifth day of May 1788 he recovered Judgment ag.
amsh Phinches Southwell of Southwick in the same County for
near Ten Eight shillings & ten pence Damages & Costs of Suit
from which Judgment the s^d Phinches appealed to this Court and
requir'd to prosecute the same but has failed so to do - He therefore
prays Affirmation of said Judgment with additional Damages
& Costs - Whereupon it is considered by the Court that
s^d Peter do recover against said Phinches Nine shillings of
lawful Money Damages & Costs of Suit taxed at £2. 6 and
three p^{ts} 1788 -
Graves
Southwell
No 93

Humbly shews Benjamin Winchell of Westfield in the County
of Hampshire Pet'r that at a Justice Court holden before Sam.
nel Maister at Westfield on the fourth day of February 1788 he rec^d
said Judgment against William Sacket of the same Westfield Town
for Eleven shillings & seven pence Damages & Costs of Suit from which
Judgment s^d William appealed to this Court & requir'd to prove
the same but failed so to do - He therefore prays Affirmation
of s^d Judgment with additional Costs & Damages - Whereupon it
is considered by the Court that said Benjamin do recover against
said William Twelve shillings & three pence of lawful Money Da
mages & Costs of Suit taxed at £2. 9. 10 & three p^{ts} 1788 -
Winchell
Sacket
No 94

Humbly shews Joseph Cook of Northampton in the County of
Hampshire Pet'r that at a Justice Court holden before Samuel
Maister Esq on the twenty third day of June 1788 he rec^d
said Judgment against James Campbell of Southwick for
Thomas Rose of Westfield a forsworn, thus bounden for
the sum of Three pounds & ten pence Damages & Costs of Suit from
which Judgment s^d James & Thomas appealed to this Court and
requir'd to prosecute the same but failed so to do - He there
fore prays Affirmation of former Judgment with additional
Costs & Damages - Whereupon it is considered by the Court that said
Joseph do recover against said James & Thomas Three pounds &
ten shillings of lawful Money Damages & Costs of Suit taxed at
£3. 18. 8 & three p^{ts} 1789
Cook
Campbell
No 95

Humbly shews Isaac Carnahan of Blanford in the County of
Dorset Pet'r that at a Justice Court holden before Samuel Maister
Esq at Westfield on the 26th day of May 1788 he recovered Judgment
against James Thimmet of the same Blanford Town for one pound
thirteen shillings & seven pence Damages & Costs of Suit from which
Judgment s^d James appealed to this Court & requir'd to prosecute the
same but has failed so to do - He therefore prays Affirmation of
the former Judgment with additional Damages & Costs - Whereupon
it is considered by the Court that said Isaac do recover against the
s^d James One pound thirteen shillings & seven pence of lawful Money Da
mages & Costs of Suit taxed at £2. 14. 2 & three p^{ts} 1788 -
Carnahan
Thimmet
No 96

Dixley
Dixley & al
No 97

Memorandum Agreed Order of the Court of the County of Hampshire
granted that at the Justice Court holden before Samuel Mather Esq at
Westfield on the 17th day of March 1788 the record Judgment against
Noah Dixley Cordwainer & Biddad Earl Joiner both of the butchments
for one pound five shillings Damages & Costs of suit, from which judg-
ment said Noah & Biddad appealed to this Court & requested to pass
into the same but failed so to do - We therefore pray Affirmation
of the former Judgment with additional Damages & Costs - Whereupon
it is considered by the Court that said Mather do recover against
said Noah & Biddad one pound five shillings & eight pence of
lawful Money Damages & Costs of which taxed at £1 17s 8d the 17th of Sep 1788

Andrews
Phelps
No 98

Hampshire Westfield August 25 1788 We the Subscribers being ap-
pointed Referees in Case Jacob Andrews vs Ezra Phelps have attended
the Service & having fully heard the Parties & their several Pleas Proofs
& Allegations & mutually considered the same do award & deter-
mine that the P Jacob recover against the P Ezra the Sum of Ten shil-
ling Damages & Costs before Justice taxed at Eighteen shillings and
four pence, Costs of Supreme taxed at twenty six shillings & six pence
Costs of Court to be taxed by the Court all which is humbly sub-
mitted Wm Shepard Warkoun Parks Referees - This Award being
now brot into Court is accepted and it is considered by the Court
that P Jacob do recover against said Ezra Ten shillings of lawful Money
Damages & Costs of which taxed at £2 18s 10d the 17th of Sep 1788

Ames
Chualer
No 99

Hampshire Westfield Aug 29 1788 We the Subscribers being
mutually chosen Referees in the Case wherein John Ames Esq
Westfield is Plaintiff & Benjamin Fowler of Goshue in the County
of New Haven & State of Connecticut is Defendant have attended the
Service & having fully heard the Parties & their several Pleas & Allega-
tions & mutually considered the same do award & determine that
the Plaintiff recover Nothing in this Action against the said Defth and
that the Plaintiff pay three shillings being Costs of Supreme & two shillings
for the Costs of Agreement on Rule and Costs of Court to be taxed by
the Court - Wm Mather Paul Whitman John Anthony Referees -
Which Award being now brot into Court is accepted and it is
considered by the Court that the said Benjamin do recover against
said Ames his Costs in depending the suit of said John taxed at
£2 & three of 4

Pastors
Chubb
No 100

Southern Pastors of Hemming in the State of Vermont Plaintiff
vs John Chubb of buttsville in the County of Hampshire Defth in a Plea
in which Case the P Parties having agreed to submit the Matter of
Controversy between them to Referees by entering into a Rule for that
purpose - said Referees now bring into Court their Award as follows
We the Subscribers having duly considered the Case do award that the
P John Chubb pay to said Southern Pastors Four pounds eight shil-
lings & three pence Debt & twenty three shillings & nine pence
Costs, with the Cost of Court - which Award is accepted and it is
considered by the Court that said Southern Pastors do recover against
said John a £4 18s 3d lawful Money Damages & Costs of which taxed at
£4 18s 3d said Southern Pastors now send into Court his Acknowledgment
of said Award

No 101
Land of the ...

Humbly shews : Lyah Jones that his Estate was attacked & himself summoned to answer to an Action before John Williams Esq^r of Dunfield in s^d County on the 7th day of April last at the Suit of Samuel Ward & David Sanderson that your Petitioner appeared before said Justice at the s^d Trierd & held the Demand of said Ward & Sanderson who through on gave him Notice that they would carry s^d Demand to the Court of Common Pleas now holden but have failed to do it he therefore prays that his Costs may be adjudged by him Whereupon it is considered by the Court that said Lyah do recover against said Ward & Sanderson his Costs in depending their Suit taxed at One pound nine shillings & ten pence & thereof &c

271
Clark
vs
Ward & Sanderson
No 102

Done at Sept. 18. 1788

Humbly shews Moses Graves of Pittsfield in the County of Berkshire Yeoman at Gen^l that at a Justice Court holden at Northampton on Thursday the twelfth day of June last past before Ephraim Wright Esq^r recovered of John Lee Esq^r of Westfield in s^d County the Sum of Seventy nine Shillings & eleven pence Damages & Costs of Suit taxed at twenty two Shillings & two pence from which Judgment the said John Lee appeals to this Court &c and prays Affirmation of s^d Judgment with additional Costs Whereupon it is considered by the Court that said Moses do recover against s^d John Four pounds & eleven pence of lawful money Damages & Costs of Suit taxed at £ 2. 13. 0 & thereof &c

Lee
No 103

Done at Sept. 8. 1788

Humbly shews Justice Clark that on the twenty fourth Day of May last past at a Justice Court holden before Caleb Strong Esq^r he recovered of George Stark of s^d Northampton the Sum of Three pounds fourteen shillings and five pence Damages & Costs of Suit from which Judgment s^d George appealed to this Court & hath failed to prosecute the same He therefore prays Affirmation of s^d Judgment with additional Damages & Costs Whereupon it is considered by the Court that said Justice do recover against s^d George Three pounds fourteen shillings & five pence of lawful money Damages & Costs of Suit taxed at £ 7. 10. 8 & thereof &c

Clark
vs
Stark
No 104

Humbly shews Josiah White Esq^r on Estate of Elizabeth Queen alias Walker late of South Haverhill in the County of Hampshire deceased that the Debts due of from said Estate including the Administration fees amount exceed the personal Estate the Sum of Nine hundred and sixteen shillings and that the whole of the Real Estate of s^d Deceased is appraised amount to the Sum of Fifty four pounds The said Real Estate is wholly unimproved and is so situated as renders it very unlikely to sell for the Sum it is appraised at in Cash He therefore prays he may be allowed to make Sale of all the Real Estate of s^d Deceased as the Law directs Whereupon it is con

Elizabeth Queen
at Walker
Admin^r Pet^r
for Sale
No 105

considered by the Court that the said Josiah in his said capacity be and he hereby is empowered to make Sale of the whole Real Estate of said Deceased for the purpose of paying the Debts due from said Estate, he first giving Bonds to the Judge of Probate in said County for his paying the Overplus if any there be to the Heirs of said Deceased

David Whites
Adm^r Pet^r for
Sale &c
No 106

Humbly shews Daniel White of Haddley in the County of Hampshire One of the Administrators on the Estate of David White late of Haddley aforesaid deceased that the Debts due from the Estate of s^d Deceased exceed the personal Estate of s^d Deceased the Sum of Thirty four pounds seventeen shillings & four pence half penny the Administrator pursuant to a Widdows Allowance being deduced — Your Petitioner therefore prays that he may have Liberty to make Sale of so much of the Real Estate of s^d Deceased as shall enable him to pay the aforesaid Sum of £34. 17. 4½ with the intervening Charges — Whereupon it is considered by the Court that the Admin^r aforesaid be and they hereby are empowered to make Sale of so much of the Real Estate of s^d Deceased for the purposes aforesaid as shall produce the Sum of Forty seven pounds, they observing the Directions of the Law relating to such Sales

John Allis's
Adm^r Pet^r
for Sale &c
No 107

Humbly shews Eber Allis Adm^r on the Estate of John Allis late of Deerfield in the County of Hampshire deceased that the Debts due from s^d Estate on Settlement thereof in the Probate Office in the Year of our Lord 1770 amounted to the Sum of Eighty nine pounds 5 pence and that there was then remaining in the s^d Administrator hands the Sum of Ten pounds & one farthing only which Sum paid 2/3 on the pound & no more to the Creditors of said Estate the said Administrator further shews that the whole of the Real Estate of said Deceased amounted to the Sum of Twenty three pounds fifteen shillings by Appraisement One third of which was set off to Mary Allis widow & Relick of said Deceased for her Right of Dower — He therefore prays for Licence to make Sale as the Law directs of the Land set off to the Widow as aforesaid for the purpose of paying the Debts due from s^d Estate so far as the same shall do in the said Mary being now deceased — Whereupon it is considered by the Court that said Eber be & he hereby is empowered to make Sale of the Remainder of said Real Estate for the purposes mentioned in his Petition he observing the Directions of the Law touching such Sales

272-
Humbly shews Roland Blackmer Administrator on
the Estate of John Blackmer late of Buckland in said
County deceased that the Debts due from & Estate expended In Blackmer
the personal Estate of Deceased the sum of Forty pounds Admⁿ Petition
11 3/4 exclusive of the Administrators Out and that the For Sale de
whole of the Real Estate as inventoried amounts to the No 108-
sum of Twenty two pounds only. He therefore prays
that he may be allowed to make Sale of all the Real Estate
of Deceased, the Widow of Deceased having consented
that her Right of Dower therein may be sold she being
secured the payments of the lawful Interest annually
of the proceeds of the Sale of one third of said Real Estate
during her natural life. Whereupon it is
considered by the Court that the said Roland be and
he hereby is empowered to make Sale of the whole Real
Estate of said Deceased for the purposes in his said
Petition expressed, he first securing to the Widow of
said Deceased the annual payments of the Interest of
her Mortg^e in said Estate, and in every Respect conform-
ing to the Laws relating to such Sales

Thos Hastings
Humbly shews Thomas Hastings Administrator on the Admⁿ Petⁿ
Estate of Thomas Hastings late of Amherst in the County of Hampshire deceased that the whole of said Estate as For Sale
inventoried amounts to the sum of One hundred & few. No 109-
only One pound 11/2 of which One hundred & fifty pounds
is Real, the Widows Allowance of the personal Estate be-
ing £ 7¹¹ 9 and the Administrator, Account allowed
the sum of £ 8¹¹ 10 6 which sums being deducted
there remains the sum of £ 5⁸ 11 in personal Estate
And that the sum due from & Estate as reported by
the Commissioners of Insolvency on & Estate amounts
to the sum of £ 605¹¹ 10 3/4. He therefore prays he
may be empowered to make Sale of the whole of the
Real Estate of Deceased (the Widows Right of Dower
therein only excepted). Whereupon it is considered
by the Court that the Administrator be & he hereby is
empowered to make Sale of the Real Estate of said
Deceased for the purpose of paying & Deceased's
Debts excepting only the Widows Right of Dower
therein, he observing the Directions of the Law
relating to such Sales

Constant South
worth Soule
Guardian of
the Estate
Humbly shews Abel Parker Guardian of Constant South
worth Soule of a Plantation called N^o 7th in the County of Hampshire represented Non Com^o Mentis that the whole For Sale de
Estate of said Soule & inventoried amounts to the sum of No 110-
£ 131¹¹ 18 6 including £ 2¹¹ 14 2 Debts due to said Estate of which
sum £ 17¹¹ 5 0 is Real Estate, and that there is included in
sum of £ 131¹¹ 18 6 a Bond payable to said Soule conditioned for the
payment of £ 100 which sum will not become due & payable for
several years from this time, which sum together with the Guardian

Account allowed & the Real Estate being decreed there against the
 Sum of £1.19.5 of personal Estate only & that the Debt due
 from the said Soul & for his Support amount to the sum of
 £40.4.8 — He therefore pray, he may have Liberty to make
 Sale as the Law directs of all the Real Estate of the said Soul for
 the Purpose of paying his Debts & Support so far as the same
 will do it — Whereupon it is considered by the
 Court that the Guardian aforesaid be & he hereby is empowered
 to make Sale of the whole of the Real Estate of said Soul for the
 purposes mention'd in his said Petition, he observing the Di-
 rections of the Law touching such Sales

Bene Whitney,
 Adm Pet for
 & abx
 No 111

Sheweth Joshua Whitney Administrator on the Estate of
 Benjamin Whitney late of Pelletstown in the County of Hamp-
 shire deceased that the Debt due from said Estate exceed the perso-
 nal Estate the sum of One hundred & Sixty pounds 7/6 the Widow
 & Allowance & Administrators Account allowed being admitted
 and that the whole of the Real Estate of said Deceased as inventoried
 amounts to the sum of Seventy five pounds only — He therefore
 pray, he may have Liberty to make Sale of the whole of the
 Real Estate of said Deceased for the purpose of paying the Debt
 due therefrom, the Widows Right of Dower therein only excepted

Whereupon it is considered by the Court that the Admini-
 strator aforesaid be & he hereby is empowered to make Sale
 of all the Real Estate of said Deceased (the Widows Right
 of Dower only excepted) for the purpose of paying said Debts
 — He observing herein the Direction of the Law relating
 to such Sales

Graves
 vs
 Lee
 No 112

Sheweth Mrs Graves of Pittsfield in the County of
 Berkshire that at a Justices Court holden before Ephraim
 Wright Esq on Thursday the twelfth day of June last past
 he recovered of Stephen Lee of Westfield in said County the
 sum of Three pounds nineteen shillings & eleven pence
 Damages & Costs of Suit, from which Judgment he appeals
 to this Court — He pray, Affirmation of said Judgment
 with additional Costs — Whereupon it is considered
 by the Court that said Mrs do recover against said
 Stephen Three pounds nineteen shillings & eleven pence
 of lawful Money Damages & Costs of Suit & pay at
 & thus of & —
 Given at Sep: 13. 1788

Thos. Clark
 Esq
 Justice of the Peace
 No 191

The foregoing Judgments Orders &c being made
and entered up in a Placard aforesaid, when the
Court adjourned without Day

Attest Robt Breckin

